



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding KKBL NO. 629 VENTURES LTD. DBA WILDWOOD  
PARK and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution seeking remedy under the Manufactured Home Park Tenancy Act (Act) for an order of possession of the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) served to the tenant, a monetary order for unpaid rent, and recovery of the filing fee.

The landlord/owner, the landlord's agent (agent), and the tenant attended the hearing, and all were affirmed.

During the hearing a mediated discussion was held. This discussion resulted in the settlement of the issues.

### **Settlement and Conclusion**

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's application or the landlord's Notice.

The parties were informed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenant agrees to sell their home or move from the manufactured home site by 5pm, August 31, 2023.
2. As the tenancy for the manufactured home site shall end on or before August 31, 2023, the landlord is granted an Order of Possession (Order) effective at

5pm, August 31, 2023, which becomes enforceable should the tenant fail to sell or move from the manufactured home site by the agreed upon date and time.

3. The landlord is granted a monetary order in the amount of \$14,165 for the current outstanding monthly rent and the monthly rent for June 2023, to which the tenant agreed.
4. The tenant agrees to pay the outstanding monthly rent of \$14,165 to the landlord with the proceeds from the sale of their manufactured home.
5. The tenant shall pay their monthly rent when due under the tenancy agreement for the months of July and August 2023.

I order the parties to comply with the terms of this settlement.

The tenant is **cautioned** that costs of such enforcement of the Order, **including bailiff fees**, are recoverable from the tenant.

The tenant is reminded that the additional monthly rent is due and payable under the terms of the tenancy agreement for July and August 2023.

This settlement agreement was reached in accordance with section 56 of the *Manufactured Home Park Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As I have made no findings of fact or law with respect to the landlord's application or 1 Month Notice, I do not award the landlord the recovery of the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: May 30, 2023

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Residential Tenancy Branch