



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU, OPC, OPB, MNRL, FFL
CNR, LRE

Introduction

This cross-application hearing dealt with the tenant's applications pursuant to the *Manufactured Home Park Tenancy Act* (the *Act*) for:

- cancellation of the 10 Day Notices to End Tenancy for Unpaid Rent, pursuant to section 39; and
- an Order that the landlord's right to enter is suspended or restricted, pursuant to section 63.

This cross-application hearing also dealt with the landlord's application pursuant to the *Act* for:

- an Order of Possession for unpaid rent and utilities, pursuant to sections 39 and 48;
- an Order of Possession for cause, pursuant to sections 40 and 48;
- an Order of Possession pursuant to a tenancy agreement vacate clause and section 48;
- a Monetary Order for unpaid rent, pursuant to section 60; and
- authorization to recover the filing fee from the tenants, pursuant to section 65.

The tenant and an agent for the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue- Amendment

The tenant's first application for dispute resolution named the landlord company as the landlord and the tenant's second application for dispute resolution named the agent as the landlord. The agent testified that she is the manager for the landlord company and

that the landlord company is the correctly named landlord. The landlord's application for dispute resolution names the landlord company as the landlord and provides the "doing business as" name. The tenant consented to amend his applications for dispute resolution to name the landlord company named in the landlord's application for dispute resolution and to remove the agent's name. Pursuant to section 57 of the *Act*, I so amend.

Settlement

Pursuant to section 56 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant agrees to vacate the subject rental site by 1:00 pm on June 13, 2023.
2. The tenant agrees to pay the landlord \$2,589.08.
3. In addition to the amount paid in term two, the tenant agrees to pay the landlord hydro charges from June 1, 2023 to June 13, 2023.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Monetary Order in the amount of \$2,589.08 to be used by the landlord **only** if the tenant does not abide by term 2 of the settlement agreement.

Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Small Claims Court of British Columbia. The Monetary Order should be served on the tenant.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at **1:00 p.m. on June 13, 2023** to be used by the landlord **only** if the tenant does not abide by term 1 of the settlement agreement. The Order of Possession should be served on the tenant.

Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 06, 2023

Residential Tenancy Branch