



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDCT, DRI, OLC, FFT

Introduction

This hearing dealt with the Tenant's Applications for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the "Act") for:

- an order for compensation for the Tenant's monetary loss regarding a claim of yard space adjacent to her manufactured home;
- an order for the Landlord to comply with the Act, regulations or tenancy agreement regarding the lot size and dimensions of the Tenant's leased property and garden fencing used by the Tenant along the lot line;
- an order concerning the Tenant's dispute of a rent increase; and,
- authorization to recover the filing fee for these applications from the Landlord under the Act.

Tenant B.L. attended the hearing with her legal counsel G.F..

Landlord G.B.L.I. was represented at the hearing by its owner T.W. and park managers C.W. and J.W.

During the hearing, the parties reached a settlement agreement regarding the Tenant's applications, including the Tenant's application to cancel a One Month Notice not joined to this proceeding (file no. on cover page to this Decision).

Preliminary Matters

At the start of the hearing, the Landlord's park manager corrected the name of the Landlord to G.B.L.I. I find it appropriate to amend the Tenant's applications to correct for the Landlord's entity name.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle this dispute as well as the matter currently pending in arbitration file no. ending -458.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so knowingly, voluntarily and without any element of duress or coercion:

1. The Landlord agreed the Tenant's rent increase related to the Landlord's reimbursement of a one-time capital expense for the installation of a water reduction valve and new water meter in the Tenant's proportional share of \$10.98 per month, shall be limited to a 12-month period, commencing April 1, 2026. The Tenant's rent effective April 1, 2025, which includes the 3.0 percent increase permitted by Regulation for 2025, is \$535.93, exclusive of the additional rent increase in the amount of \$10.98, shall be used as the base rent for purposes of calculating any annual rent increase for 2026.
2. On or before September 1, 2025, the Tenant agrees to remove the garden fencing material she has installed which is at issue in these applications. The Tenant further agrees to work with the Landlord on any plant, shrub or tree remediation in her yard as requested by the Landlord for purposes of complying with the park rules.
3. The parties agree the Tenant's side yard (neighboring unit 7B) is 3 feet in width as measured from the Tenant's unit. The Tenant agrees to relinquish her claim for compensation she has requested in her applications for this reduction in yard area.
4. The Landlord agrees to cancel the One Month Notice it issued which is the subject of arbitration file no. ending -458; and, the parties further agree to withdrawal of the Tenant's application to cancel the One Month Notice without necessity of further proceedings before the RTB as currently scheduled in that matter.
5. Both parties agreed these particulars comprise the full settlement of all aspects of the Tenant's current applications for dispute resolution.

Conclusion

This decision is issued on authority delegated to me by the Director of the Residential Tenancy Branch under the Act.

Dated: April 29, 2025

Residential Tenancy Branch