



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, MNSD, O, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated October 26, 2015 ("1 Month Notice"), pursuant to section 40;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 60;
- authorization to obtain a return of their security deposit;
- other unspecified remedies;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 65.

The landlord and the two tenants, male and female, attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing lasted approximately 66 minutes in order to allow both parties to fully negotiate a settlement of this matter. The hearing began at 9:00 a.m. and due to a problem with the teleconference system, all parties were disconnected from the hearing between 9:30 and 10:00 a.m. The hearing reconnected at 10:00 a.m. and concluded at 10:36 a.m.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and the tenants confirmed receipt of the landlord's written evidence package. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlord was duly served with the tenants' Application and the tenants were duly served with the landlord's written evidence package.

At the outset of the hearing, the tenants confirmed that they had received their full security deposit back from the landlord, in the amount of \$132.25. The tenants confirmed that they wished to withdraw this portion of their Application. Accordingly, this portion of the tenants' Application is withdrawn.

I amend the tenants' Application, pursuant to section 57(3)(c) of the *Act*, to correct that it is made under the *Act*, rather than the *Residential Tenancy Act* ("*RTA*"). Both parties agreed that the tenants own their manufactured home ("trailer") and rent the manufactured home site ("site") from the landlord, thereby confirming that this matter falls under the jurisdiction of the *Act*, not the *RTA*.

Issues to be Decided

Should the landlord's 1 Month Notice be cancelled?

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to other unspecified remedies?

Are the tenants entitled to recover the filing fee for this Application from the landlord?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on August 1, 2007 and the tenants continue to reside at the site. Monthly rent in the current amount of \$322.00 is payable on the first day of each month. The tenants agreed that they had been given legal notices of rent increase to raise their rent from the original tenancy agreement amount of \$264.50 to the current amount of \$322.00. A written tenancy agreement was signed by both parties and a copy was provided for this hearing.

The tenants applied for a monetary order of \$240.00 for having to store their fifth-wheel trailer at the landlord's residence rather than at their own site. The tenants claimed that their original tenancy agreement and the original park rules allowed storage and they did not agree to the new park rules which prohibit storage. The landlord issued the 1 Month Notice, with an effective move-out date of November 30, 2015, for "*breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*" The landlord stated that the tenants are not permitted to store their fifth-wheel trailer on their site. The landlord also indicated that the tenants are not permitted to store items in their front yard which prohibits access to the water

and sewer connections box in the event that an excavator needs to dig in this area. The tenants also seek to recover the \$50.00 filing fee paid for their Application.

Analysis

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 at this time:

1. Both parties agreed that the tenants are permitted to load and unload their fifth-wheel trailer at the site for less than 24 hours at any given time, but they are not permitted to store the fifth-wheel trailer at the site;
2. Both parties agreed that the tenants will move the majority of their firewood currently stored in the front yard to the backyard by January 31, 2016, while leaving some firewood in the front yard for their use;
3. Both parties agreed that the tenants will remove the piled items from their front yard and move it to their shed and/or backyard, by January 31, 2016;
4. Both parties agreed to meet and discuss whether conditions #2 and #3 of this settlement agreement have been met and if the parties disagree, both parties can make a new application for dispute resolution at the Residential Tenancy Branch ("RTB");
5. Both parties agreed that the tenants can keep their fence in the front yard, provided that it fully swings open and closed, in order for the landlord to access the property;
6. Both parties agreed that effective immediately, the landlord will only communicate with the male tenant, not the female tenant, unless an emergency situation arises and the male tenant cannot be contacted;
7. Both parties agreed that effective on February 1, 2016 and for the remainder of this tenancy, the tenants will pay rent to the landlord by way of personal cheques, certified cheques, or bank drafts;
8. The landlord agreed to withdraw the 1 Month Notice, dated October 26, 2015, and this tenancy will continue as per the terms of the written tenancy agreement until it is ended in accordance with the *Act*;
9. The landlord must issue a new notice to end tenancy to the tenants and make a new application for dispute resolution at the RTB, if the landlord intends to pursue an end to this tenancy;

10. The tenants agreed to bear the cost of the \$50.00 filing fee for this Application;
11. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

The landlord's 1 Month Notice, dated October 26, 2015, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

The tenants must bear the cost of the \$50.00 filing fee paid for this Application.

The tenants' application to obtain a return of the security deposit is withdrawn.

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: January 05, 2016

Residential Tenancy Branch

