



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MT,CNR, MNDC

Introduction

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

- more time to file their Application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice");
- cancellation of the landlord's 10 Day Notice; and
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The tenant and the landlord appeared at the teleconference hearing and gave affirmed testimony. The landlord's Agent, P.W. also appeared and was affirmed. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony, to present witnesses and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Issue to be Decided

- Should the tenant be granted more time to file their Application to cancel the 10 Day Notice?
- Should the landlord's 10 Day Notice be cancelled?
- Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure requires that claims made in the application must be related to each other. At the start of the hearing, I dismissed the tenant's claim for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement as this claim was

unrelated to the tenant's claim disputing the 10 Day Notice for unpaid rent. The tenant is at liberty to reapply.

Background and Evidence

The tenant's application is in relation to two manufactured homes owned by the tenant sitting on two separate sites in a manufactured home park. One manufactured home is located on site #10 ("Site #10") and the other is located on site #20 ("Site #20"). Both sites are subject to separate written tenancy agreements. The landlord and tenant provided oral testimony as to the terms of the tenancy agreements as copies were not submitted.

Regarding Site #10, a one year fixed term tenancy started on July 17, 2012 pursuant to a written tenancy agreement signed by the tenant on July 31, 2012. The tenancy is now month to month. Since the start of the tenancy the rent has increased to \$385.90 due on the first day of each month.

Regarding Site #20, a one year fixed term tenancy started on October 1, 2015 pursuant to a written tenancy agreement signed by the tenant on September 11, 2015. The tenancy is now month to month. The rent is \$390.00 due on the first day of each month.

The landlord issued a 10 Day Notice to end the tenancy, which included both sites, on the basis of unpaid rent due November 1, 2016. The amount of unpaid rent set out in the notice is \$829.50. The landlord testified that this amount is incorrect as a result of a typo and that the correct amount of unpaid rent owing for the two sites for November 1, 2016 was \$825.90, which includes a late payment fee of \$25.00 for each site. The tenant did not take issue with respect to this error on the 10 Day Notice. The landlord testified that the 10 Day Notice was personally handed to the tenant by the landlord's Agent P.W. on November 2, 2016.

Although the tenant confirmed having been served personally on November 2, 2016, she did not dispute the 10 Day Notice until November 8, 2016 when she first filed her Application for Dispute Resolution.

The tenant submitted a medical certificate dated November 8th, 2016 signed by a doctor setting out that the tenant attended the office and requested the medical certificate "as she was unwell yesterday and unable to fulfill some obligations".

The tenant and landlord agreed that the tenant has since paid the full amount of rent that was due November 1, 2016 in two installments. The landlord received \$100.00 from the tenant on November 21, 2016 and \$725.90 on November 27, 2016. The landlord and

tenant agreed that the tenant had not paid rent that was due December 1, 2016.

The landlord expressed a desire not to terminate the tenancy and wanted to give the tenant an opportunity to correct her behavior and make the rent payments when due.

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.

Specifically, it was agreed that the landlord would withdraw the 10 Day Notice and allow the tenancy to continue. Both parties agreed to the following terms:

1. The tenant agreed to pay \$825.90 to the landlord for December's rent on or before December 21, 2016 at 12:00 p.m.
2. The parties agreed to the terms of the Order of Possession attached to this decision. The parties agreed that the landlord is only to use the Order of Possession if the tenant does not pay the full amount of \$825.90 to the landlord by 12:00 p.m. on December 21, 2016.
3. The tenant agreed to pay her January rent on time when due. If the tenant fails to pay her January rent when due, the tenant agreed to vacate the rental unit by no later than 12:00 p.m. on January 10, 2016.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not pay her December rent in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of the order as soon as possible in the event that the tenant does not pay the December rent by the time and date set out in their agreement. 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.

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

I dismiss the tenant's Application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement with leave to reapply.

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: December 15, 2016

Residential Tenancy Branch