



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALLEY CONCEPTS LTD O/A ASPEN PLACE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

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

- an order of possession for unpaid rent, pursuant to section 48; and
- a monetary order for unpaid rent, pursuant to section 60.

"Landlord CS" and "landlord DW" (collectively "landlords") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord CS confirmed that she is the manager of the manufactured home park and landlord DW confirmed that he is the owner of the landlord company named in this application. Both agents confirmed that they had authority to speak on behalf of the landlord company named in this application at this hearing. This hearing lasted approximately 40 minutes in order to allow both parties to negotiate a full settlement of this application.

Preliminary Issue – Direct Request Proceeding and Service

This hearing was originally scheduled as a direct request proceeding, which is a non-participatory hearing. An "interim decision," dated March 9, 2017, was issued by an Adjudicator for the direct request proceeding. The interim decision adjourned the direct request proceeding to this participatory hearing.

The landlords were required to serve the tenant with a copy of the interim decision, notice of reconvened hearing, and written evidence within three days of receiving the interim decision and notice of hearing, as outlined in the interim decision itself.

The tenant confirmed receipt of the interim decision, notice of reconvened hearing, and landlords' application for dispute resolution hearing package. In accordance with sections 82 and 83 of the *Act*, I find that the tenant was duly served with the landlords' application, interim decision and notice of reconvened hearing.

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 and orders. During the hearing, the parties 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. The tenant agreed to pay the landlords rent in full of \$230.00 per month by the first day of each month;
2. Both parties agreed that this tenancy will continue in the event that the tenant abides by condition #1 above. In that event, the landlords' 10 Day Notice, dated February 18, 2017, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, which expires on December 31, 2017, if the tenant does not abide by condition #1 above;
4. The tenant agreed to pay the landlords \$305.00 total, which includes \$230.00 for April 2017 rent and \$75.00 for late rent fees by April 12, 2017;
5. The tenant agreed to sign a new written tenancy agreement with the current landlords by April 30, 2017, for a month-to-month tenancy with rent remaining at \$230.00 per month;
6. The tenant agreed to provide written documentation to the landlords by April 30, 2017, confirming that the tenant owns his manufactured home and it is registered to him;
7. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their 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, binding and enforceable, which settle all aspects of this dispute.

During the hearing, the landlords confirmed that they became landlords for this manufactured home site and park in February 2017. During the hearing, landlord DW telephoned the former landlord of the manufactured home site and park and discovered that she had filed an application at the Residential Tenancy Branch against the tenant to obtain an order of possession and a monetary order. Landlord DW claimed that because the former landlord was out of town, she could not call into this hearing in order

to participate in this settlement. The landlords agreed to speak to the former landlord after this hearing, in order to advise her of the above settlement and to attempt to settle the order of possession issue with her on behalf of the tenant. The tenant also agreed to speak to the former landlord after the hearing to advise her of the above settlement.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) day Order of Possession to be used by the landlord(s) **only** if the tenant does not abide by condition #1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES ON DECEMBER 31, 2017** and it cannot be served upon the tenant after **December 31, 2017**. The tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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.

In the event that the tenant abides by condition #1 of the above settlement, I find that the landlords' 10 Day Notice, dated February 18, 2017, is cancelled and of no force or effect. In that event, this tenancy continues until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$305.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$305.00 as per the above agreement. The tenant must be served with a copy of this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: April 12, 2017

Residential Tenancy Branch