



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated October 12, 2018 ("1 Month Notice"), pursuant to section 40; and
- authorization to recover the filing fee for this application, pursuant to section 65.

The individual landlord ("landlord"), the landlords' agent 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. The landlord confirmed that his agent had permission to speak on his behalf at this hearing. The landlords' agent confirmed that the landlord was an agent for the landlord company named in this application, that operated the manufactured home park (collectively "landlords").

The landlords' agent confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 81, 82 and 83 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence package.

Pursuant to section 57(3)(c) of the *Act*, I amend the tenant's application to add the landlord company as a landlord-respondent. The landlord company was named as the landlord in the 1 Month Notice and both parties' written settlement agreement that was submitted as evidence for this hearing. The landlord company operates the manufactured home park, as the landlord is simply an agent for the park. I find no prejudice to either party in making this amendment.

During the hearing, the tenant confirmed that he owns the manufactured home and that he rents the manufactured home site from the landlords.

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of their dispute:

1. The tenant agreed that effective November 3, 2018, he has permanently removed his cat from the manufactured home park, in order to be in compliance with the park rules and to comply with the notice from the landlords of a material breach of the tenancy agreement;
2. The tenant agreed that he will continue to comply with the tenancy agreement, the park rules, and any pet agreements;
3. The landlords agreed that the landlords' 1 Month Notice, dated October 12, 2018, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will continue under the terms of the tenancy agreement until it is ended in accordance with the *Act*;
5. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application;

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

Conclusion

The landlords' 1 Month Notice, dated October 12, 2018, is cancelled and of no force or effect.

I order the tenant to comply with the tenancy agreement, the park rules, and any pet agreements.

This tenancy continues under the terms of the tenancy agreement until it is ended in accordance with the *Act*.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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: November 29, 2018

Residential Tenancy Branch