



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 49; and
- authorization to recover the filing fee for this application, pursuant to section 65.

"Landlord AN," "landlord GN," and landlord AV ("owner") and the tenant's lawyer 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 owner confirmed that he owns the manufactured home park and that landlord AN and landlord GN had permission to speak on his behalf at this hearing (collectively "landlord"). The tenant's lawyer confirmed that he had permission to represent the tenant at this hearing. This hearing lasted approximately 64 minutes.

The tenant's lawyer confirmed receipt of the landlord's 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 landlord's application.

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. Both parties agreed that this tenancy will continue under the terms of the tenancy agreement until it is ended in accordance with the *Act*;
2. The tenant's lawyer agreed to notify the tenant that in the future, the landlord's preferred method of communication for this tenancy is by way of writing, unless there is an emergency and if personal communication is required, landlord GN will deal directly with the tenant, not landlord AN;
3. The landlord agreed to provide the tenant with a new Notice of Rent Increase in accordance with the timelines and amount in the *Act* and *Manufactured Home Park Tenancy Regulation*;
4. The landlord agreed to provide a letter of current tenancy issues to the tenant's lawyer and the tenant's lawyer agreed to provide this letter to the tenant and ask the tenant to respond to the landlord;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's 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.

The filing fee is a discretionary award issued by an Arbitrator usually after a party is successful after a hearing on its merits. Since I was not required to make a decision and the parties chose to settle this matter, I decline to award the \$100.00 filing fee to the landlord and this application is dismissed without leave to reapply.

Conclusion

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

I order both parties to comply with the above settlement terms.

The landlord's application to recover the \$100.00 filing fee paid for this application is dismissed without 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: February 01, 2019

Residential Tenancy Branch