



Dispute Resolution Services

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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 \$100.00 filing fee paid for this application, pursuant to section 65.

The landlord, the landlord's agent, the tenant, and the tenant's advocate 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 27 minutes.

This hearing began at 9:30 am. with me and the tenant's advocate present. The landlord called in late at 9:35 a.m. The landlord's agent called in late at 9:37 a.m. The tenant called in late at 9:42 a.m. This hearing ended at 9:57 a.m.

The landlord intended to call two witnesses, who were excluded from the outset of this hearing. They did not return to testify at this hearing.

The landlord, the landlord's agent, the tenant, and the tenant's advocate confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that he owns the manufactured home park ("park") and the manufactured home site ("site"). He said that his agent is his park manager and had permission to represent him at this hearing. He confirmed the rental site and park address.

The tenant confirmed that her advocate had permission to represent her at this hearing.

Both parties agreed that the tenant owns her manufactured home ("home") and rents the site from the landlord.

I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* ("Rules"). The landlord, the landlord's agent, the tenant, and the tenant's advocate all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The tenant's advocate 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 Terms

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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 28, 2022, by which time the tenant and any other occupants will have vacated the rental site at the park;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The landlord and his agent were given ample time to think about, discuss, and review the settlement terms during this hearing. The tenant and her advocate were given ample time to think about, discuss, and review the settlement terms during this hearing.

Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on April 28, 2022, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. 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 and enforced as an Order of the Supreme Court of British Columbia.

The landlord 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: April 22, 2022

Residential Tenancy Branch