



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0868732 BC Ltd (Sunrise Valley MH Park) and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, RP, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Manufactured Home Park Tenancy Act*, SBC 2002, c. 77, as amended (the Act) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 40;
- An order requiring the landlord to carry out repairs pursuant to section 26;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 65.

The agents TL and MK attended on behalf of the corporate landlord (“the landlord”). The tenant SS attended with HJ. The tenant SS confirmed the appointment of HJ as their agent (“the tenant”) for the purposes of the hearing and carrying out the provisions of the settlement agreement.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. Neither party made any adjournment or accommodation requests.

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.

I informed both parties that I could not provide legal advice to them. I notified them that they could hire lawyers to obtain legal advice. I informed them that they could consult the Act, Regulation, Policy Guidelines and Rules of Procedures on the RTB public website or communication with RTB Information Officers. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

The parties confirmed the email addresses to which the Decision would be sent.

The parties confirmed they were not recording the hearing.

Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute. Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

The parties agreed to the following in a 90-minute hearing.

Background

I make no decision with respect to the facts and make no findings with respect to this application.

The parties agreed that the landlord presently provides water to the tenant's mobile home ("the unit") situated in the landlord's manufactured home park.

The tenant claimed as follows. The landlord's water pipes are defectively installed or not working properly. As a result, water froze in the pipes causing freezing in the unit and its water pipes. This resulted in the unit becoming

uninhabitable. The tenant incurred significant expenses for which they seek compensation.

The landlord claimed as follows. The water pipes are in a good state of repair and proper working order. The tenant was responsible for any alleged freezing of the unit by failing to carry out skirting and siding.

The parties agreed to the following to determine the state of repair and the working condition of the landlord's water pipes carrying water into the unit, to identify any necessary repairs by the landlord, and to schedule any needed work.

The parties agreed as follows:

1. The landlord and tenant's agent HJ shall agree in writing within 5 days of the date of receipt of this Decision upon a qualified professional inspector to carry out the inspection into the state of repair and working condition of the landlord's water pipes.
2. The inspector shall conduct an inspection and shall submit a report by email in writing to the landlord and the tenant's agent HJ describing their findings, any recommended repairs, and any proposed timeline for recommended work.
3. The inspector shall provide the tenant's agent HJ with 24-hours notice of the time of each attendance at the unit to allow HJ to attend and participate fully. The unit shall be available for inspection at the inspection time(s).
4. Any work to be done as identified in the report shall be completed by the landlord by 5:00 PM on August 31, 2022. The landlord shall advise the tenant's agent HJ of the nature of the completed work in writing within 24 hours of completion.
5. After August 31, 2022, the tenant shall complete the skirting and siding of the mobile home by 5:00 PM on November 1, 2022.
6. To allow the parties to carry out the above, the landlord's One Month Notice is withdrawn. The landlord may issue another One

Month Notice after November 1, 2022, if the tenant has failed to complete the skirting and siding as agreed above. The application to cancel the One Month Notice is dismissed without leave to reapply as the Notice is withdrawn. No findings are made with respect to the One Month Notice and the tenant's application to cancel the Notice.

7. The tenant's application for repairs including their application for reimbursement of the filing fee are dismissed with leave to reapply.
8. The tenant's agent HJ shall act on behalf of the tenant and all notices under this Agreement shall be delivered only to HJ. HJ provided his contact particulars to the landlord during the hearing.
9. The landlord's agent MK shall act on behalf of the landlord and all notices under this Agreement shall be delivered to MK. MK provided his contact particulars to HJ during the hearing.
10. The tenant's agent HJ shall immediately inform the landlord in writing if HJ ceases to act for the tenant.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with the Order(s), they may be filed and enforced as Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution for settled on the above terms of settlement.

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: July 15, 2022

Residential Tenancy Branch