



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLEMENT DECISION

Dispute Codes **CNL, OLC**

Introduction

This hearing dealt with an application by the tenant made on May 12, 2022 pursuant to the *Residential Tenancy Act* (“RTA”) for:

- an order to cancel the landlord’s Two Month Notice to End Tenancy for the Landlord’s Use (the “*Notice*”) pursuant to section 49; and
- an order that the landlord comply with the RTA, its regulations, or the tenancy agreement pursuant to section 62.

The landlord, E.S. appeared and was also represented by T.S., an agent. The tenant, L.W. attended the hearing on her own behalf. Both E.S. and the tenant provided a solemn affirmation at the beginning of the hearing.

Preliminary Issue – Applicable Legislation

The tenancy agreement was created using the *Manufactured Home Park Tenancy Act* (“*MHPTA*”) standard form, however both parties confirmed and agreed that the tenant was renting both the manufactured home site and the dwelling unit (a manufactured home) located thereon. Section 4 of the *MHPTA* states:

- 4 This Act does not apply with respect to any of the following:
 - (a) a tenancy agreement under which a manufactured home site and a manufactured home are both rented to the same tenant;

The landlord served the Notice pursuant to section 49 of the *RTA* (two month notices to end tenancy for a landlord's use are not provided for by the *MHPTA*). I find that the tenancy is governed by the *RTA* and the Notice was properly issued under that Act.

Settlement

Pursuant to section 63 of the *RTA*, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, 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 listed in this application for dispute resolution:

1. The tenant agrees to provide the landlord with vacant possession of the subject rental property on October 30, 2022 at 1:00 P.M.
2. The tenant agrees to pay to the landlord the amount of \$2,500.00 in satisfaction of rent outstanding for July, August, and September.
3. The landlord agrees that rent will not be owed by the tenant to the landlord for the month of October, 2022.

As the parties have reached a settlement, I make no factual findings about the merits of this application, and I have only addressed the issues brought forward in the application before me. As discussed at the hearing, the landlord may apply to settle any disputes regarding security and pet deposits and the tenant may apply for compensation under section 65 of the *RTA* (or any other section) for any further disputes regarding the tenancy.

Conclusion

I order the parties to comply with the terms of the settled agreement described above.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I issue an order of possession to the landlord, which is to take effect on October 30, 2022 at 1:00 P.M., and a monetary order in favour of the landlord in the amount of \$2,500.00. The landlords are provided with these orders in the above terms and must serve them on the tenant in accordance with the *RTA*. If the tenant fails to comply with these orders, the

landlord may enforce the order of possession in the Supreme Court of British Columbia and the monetary order in the Provincial Court of British Columbia

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 08, 2022

Residential Tenancy Branch