



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC, AS, FF

Introduction

This hearing dealt with an application from the tenant / owner for cancellation of a notice to end tenancy for cause, for an order allowing the tenant / owner to assign or sublet because the landlord's permission has unreasonably been withheld, and recovery of the filing fee for this application. Both parties participated and / or were represented in the hearing and gave affirmed testimony.

Issues to be Decided

- Whether the tenant / owner is entitled to any or all of the above

Background and Evidence

The tenant / owner has sublet her unit to another tenant, "AB." The landlord served the tenant / owner with a 1 month notice to end tenancy for cause; the landlord served the notice as he was not satisfied that all information required of AB as a tenant had been provided as required by the mobile home park's rules and regulations. A copy of the notice which is dated March 4, 2009 was entered into evidence. The reason identified on the notice for its issuance is as follows:

Tenant has assigned or sublet the rental unit / site without the landlord's written consent **and park approved** [bold added to indicate the provision added manually to the standard text appearing on the notice]

During the hearing the parties exchanged views related to the landlord's requirements and undertook to try to resolve the dispute.

Analysis

Pursuant to section 56 of the Act, by way of their discussion and goodwill during the hearing the parties achieved a settlement of the dispute. Specifically, the parties agreed as follows:

- that the tenant / owner or her agent will provide the landlord with a letter from AB's employer;
- that the tenant / owner or her agent will provide the landlord with a letter from AB's previous landlord;
- that the tenant / owner or her agent will provide the landlord with a picture of AB's pet dog;
- that the tenant / owner or her agent will provide the landlord with a letter from AB in which she acknowledges her understanding and acceptance of the following condition of tenancy, namely:
 - o that in the event the landlord receives three (3) complaints about AB's pet dog, AB may be required to permanently remove her pet dog from the rental unit;
- that the tenant / owner or her agent will provide the landlord with a satisfactory Criminal Record Check for AB for which the landlord will assume no financial responsibility;
- that the tenant / owner or her agent undertakes to satisfy each and every one of the landlord's requirements, as above, by no later than midnight, May 30, 2009.

- that by the same deadline above, the landlord undertakes to ensure delivery of a cheque or money order made payable to the tenant / owner in the full amount of \$25.00 as a gesture of goodwill and as compensation for one half of the filing fee;
- that pursuant to their respective undertakings, as above, the landlord withdraws the 1 month notice to end tenancy;
- that the particulars set out above comprise full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I hereby set aside the landlord's 1 month notice to end tenancy, with the effect that the tenancy continues in full force and effect.

DATE: May 1, 2009

Dispute Resolution Officer