



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

CNL, MNDC, RP, FF

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for an Order of Possession for Landlord's Use of Property, a monetary Order for money owed or compensation for damage or loss, an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

At the outset of the hearing the Tenant declared that she had received another Notice to End Tenancy for Cause since she filed her Application for Dispute Resolution. She stated that she intends to file another Application for Dispute Resolution seeking to set aside this Notice unless she is able to amend her current Application for Dispute Resolution to include an application to set aside this Notice. The Agent for the Landlord agreed to the amendment and the Tenant's Application for Dispute Resolution was amended accordingly.

### Issue(s) to be Decided

The issues to be decided are whether the Notice to End Tenancy for Landlord's Use of Property and the Notice to End Tenancy for Cause, served pursuant to sections 47 and 49 of the *Act*, should be set aside, and whether the Tenant is entitled to compensation for loss of quiet enjoyment of her rental unit as a result of repeated attempts to end this tenancy.

## Background and Evidence

The Agent for the Landlord and the Tenant agree that this tenancy began approximately three years ago.

The Tenant submitted evidence that establishes that this tenancy has been the subject of four previous dispute resolution proceedings. On October 01, 2008 a Dispute Resolution Officer (DRO) set aside a Notice to End Tenancy for Unpaid Rent; on November 07, 2008 a DRO set aside a Notice to End Tenancy for Unpaid Rent; on November 24, 2008 a DRO set aside a Notice to End Tenancy for Unpaid Rent; and on December 19, 2008 a DRO set aside a Notice to End Tenancy for Cause.

The Agent for the Landlord and the Tenant agree that the Landlord sent the Tenant a Notice to End Tenancy for Cause, via registered mail, on July 24, 2009. The reasons for ending the tenancy cited on the Notice were that the Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after receiving written notice to do so and that the Tenant has assigned or sublet the rental unit without written consent from the Landlord.

The Agent for the Landlord and the Tenant agree that the Landlord served the Tenant with a Two Month Notice to End Tenancy for Landlord's Use sometime in May of 2009. A copy of the Notice was not available to me at the time of the hearing, however the parties agree that the Notice was dated on May 25, 2009; that it declared the Tenant must vacate the rental unit by July 31, 2009; and that the Landlord was ending the rental unit because a close family relative will be occupying the rental unit.

After considerable discussion regarding the merit of the two Notices to End Tenancy that are the subject of this proceeding; the merit of the Tenant's application for compensation for loss of quiet enjoyment of her rental unit; and the merits of continuing with this tenancy, the Agent for the Landlord and the Tenant mutually agreed to end this tenancy under the following terms:

- The Tenant will vacate the rental unit on, or before, September 30, 2009
- The Tenant will not be required to pay rent for September of 2009
- The Landlord will pay \$950.00 to the Tenant prior to the end of August of 2009
- Both parties will conduct themselves in a manner that complies with the *Act* for the duration of the tenancy
- The parties agree that this agreement resolves all issues relating to any Notice to End Tenancy that has been served prior to the date of the hearing.



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## Conclusion

Based on the mutual agreement to end this tenancy on September 30, 2009 and the agreement that the Landlord will pay the Tenant \$950.00, I hereby grant the Tenant a monetary Order in the amount of \$950.00. This Order may only be enforced if the Landlord fails to pay the Tenant \$950.00 prior to September 01, 2009.

The parties are reminded that this tenancy ended by mutual consent and that the Tenant is, therefore, not entitled to further compensation, pursuant to section 51(1) of the *Act*.

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: August 12, 2009.

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Dispute Resolution Officer