

Decision

Dispute Codes: CNC, LRE, FF

Introduction

This hearing dealt with the tenant's application to cancel the landlord's 1 month notice to end tenancy for cause, an order suspending or setting conditions on the landlord's right to enter the rental unit, and recovery of the filing fee. Both parties were represented in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to any of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the original fixed term of tenancy was from April 1, 2007 to March 31, 2008. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$715.00 is payable on the first day of the month, and a security deposit of \$340.00 was collected on or about April 1, 2007.

The landlord issued a 1 month notice to end tenancy for cause dated September 15, 2009. The date shown on the notice by when the tenant must vacate the unit is October 31, 2009. A copy of the notice was submitted into evidence. The tenant filed to dispute the notice within 10 days after its receipt.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. Issues of dispute discussed included, but were not necessarily limited to, whether the tenant had formally sought permission from the landlord to assign or sublet the unit to her daughter; whether the landlord had formally provided the tenant with permission to assign or sublet the unit, whether the landlord had provided the tenant with proper notice of intent to enter the unit, and so on.

Analysis

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit effective November 30, 2009, and that an *order of possession* will be issued in favour of the landlord to that effect;
- that the above agreement comprises full and final settlement of all aspects of the dispute arising from this tenancy for both parties, which are presently before me.

Enclosed for the reference of the parties are relevant excerpts from the Act, which include:

Section 28: Protection of tenant's right to quiet enjoyment

Section 29: Landlord's right to enter rental unit restricted

Section 32: Landlord and tenant obligations to repair and maintain

Section 33: Emergency repairs

Section 34: Assignment and subletting

The full text of the Act, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Conclusion

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., November 30, 2009**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: November 3, 2009

Dispute Resolution Officer