



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause. The tenant applied for an order to set aside the notice to end tenancy for cause. Both parties applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

On May 14, 2012, a hearing was conducted resolve a dispute between these two parties. The issue was the same – the tenant was disputing a notice to end tenancy for subletting the rental unit. The Dispute Resolution Officer dismissed the tenant's application but the tenant continued to sublet the rental unit. On July 18, 2012 the landlord served the tenant with a second notice to end tenancy for the same reason. The tenant disputed the notice and this hearing was convened to hear the tenant's application.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began in 2011. The tenant rents two pads (#57 and #7) from the landlord and lives in a mobile home on pad #57. The landlord testified that the tenant had purchased the two mobile homes with intentions of fixing them and putting them up for sale. There is no written tenancy agreement, but the tenant agreed that he signed a sheet of terms and conditions of the tenancy – one of which was a restriction on subletting the rental unit.

The tenant agreed that his brother was occupying the rental unit #7, without written permission from the landlord.

During the hearing the above issues were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 56 of the *Manufactured Home Park Tenancy Act*, the Dispute Resolution Officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would withdraw the notice to end tenancy and allow the tenancy to continue. Both parties agreed to the following terms:

1. The tenant agreed to abide by the conditions of his tenancy and not sublet the rental unit.
2. The tenant agreed to have his subtenant removed from the rental unit on or before 1:00 p.m. on October 01, 2012. An order will be issued to the landlord.
3. The landlord agreed to allow the subtenant to reside in the rental unit until October 01, 2012.
4. Both parties stated that they understood and agreed to the terms of the above agreement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their applications.

### **Conclusion**

An order is granted to landlord. The subtenant must move out on or before 1:00 p.m. on October 01, 2012.

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 28, 2012.

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Residential Tenancy Branch