



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on June 23, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord carries on business.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated June 18, 2014?

Background and Evidence

On June 1, 2011 the rental unit was rented to the applicant's brother BT on a month to month basis with the rent set at \$500 per month. BT subsequently moved out of the rental unit and he permitted the applicant (his sister) to move in.

The landlord has received complaints from the District of Mission about illegal dumping on the property. The applicant IT has acknowledged responsibility and that she has demonstrated poor judgment.

Grounds for Termination

The Notice to End Tenancy relies on the following grounds:

47. (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(c) there are an unreasonable number of occupants in a rental unit;

(d) the tenant or a person permitted on the residential property by the tenant has

...

(iii) put the landlord's property at significant risk;

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

...

(i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [assignment and subletting];

Settlement:

During the course of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

a. The applicant IT shall vacate the rental unit by September 17, 2014.

- b. The landlord shall rent the rental unit to the applicant's brother BT on a new lease provided the landlord and BT can agree to the terms and conditions of the new lease.
- c. The applicant IT shall be responsible to pay the rent for September.
- d. The applicant's brother BT shall be responsible to pay the rent for October.
- e. If the landlord and BT are unable to come up with an agreement on the terms and conditions of the lease the landlord shall permit BT to stay in the rental unit until October 31, 2014 at which time he must vacate provided he pays the rent for October.
- f. The one month Notice to End Tenancy dated June 18, 2014 shall remain full force and effect until such time as the landlord and BT enter into a new lease and the landlord shall be at liberty to seek an Order for Possession based on the one month Notice to End Tenancy dated June 18, 2014.

As a result of the settlement I dismissed the tenant's application to cancel the one month Notice to End Tenancy.

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 09, 2014

Residential Tenancy Branch

