



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS, MNDC, FF

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 Application for Dispute Resolution/Notice of Hearing and the Amended Application for Dispute Resolution was sufficiently served on the landlord.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is to an order that the landlord has unreasonably withheld its consent to the assignment of the fixed term tenancy agreement?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would begin on February 1, 2014 and end on January 31, 2015. The rent was \$1650 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$825 on January 13, 2014.

In early September the tenant made a request that the landlord permit the assignment of the fixed term lease to a third party. The landlord initially refused but subsequently agreed to consider an assignment.

The Application for Dispute Resolution filed by the Tenant seeks an order that the landlord has unreasonably withheld its consent and a monetary order in the sum of \$3000.

Settlement:

At the end 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 parties mutually agree to end the tenancy on October 31, 2014.
- b. The parties request the arbitrator issue an Order for Possession for October 31, 2014.
- c. The landlord releases and discharges the tenant from any claim for an administrative fee, credit check or liquidated damages.
- d. The tenant releases and discharges the landlord from his claim for a monetary order for the failure of the landlord to grant his consent to an assignment and consents to an order dismissing his monetary claim without leave to re-apply.
- e. The tenant shall co-operate with the landlord to show the rental unit provided the landlord gives the notice set out in the Residential Tenancy Act.

Determination and Orders

As a result of the settlement I granted an Order for Possession effective October 31, 2014. I ordered that the tenant's monetary claim including the cost of the filing fee be dismissed without leave to re-apply.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: October 23, 2014

Residential Tenancy Branch

