



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PLAZA 200 APARTMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OLC

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to comply with the *Act*

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to being in compliance with the *Act*?

Background and Evidence

The tenancy started on July 01, 2014. Rent is \$1,125.00 due on the first of each month.

The landlord testified that the tenant's adult son and daughter visit the tenant regularly and have caused problems that involve the police. Despite multiple warnings to the tenant, the problems continued. The tenant's daughter moved into the rental unit without the landlord's permission. In November 2014, the parties signed a mutual agreement to end tenancy effective November 30, 2014.

Shortly after the parties signed the agreement, the tenant offered to ensure that the problems would end and requested the landlord to cancel the mutual agreement. The landlord agreed to do so and the mutual agreement to end tenancy was cancelled.

On December 11, 2014, because the problems continued, the landlord presented the tenant with a second agreement to end tenancy, effective January 15, 2015. The tenant signed the agreement

The tenant stated that at the time she signed the second agreement to end tenancy; the landlord assured her that the agreement would be cancelled if the problems ended.

The landlord stated that in the first half of January there were multiple visits from the police and the tenant's son behaved in an aggressive manner with one of the other occupants of the building. The tenant's daughter continued to reside in the rental unit.

The landlord reminded the tenant of their agreement by providing a copy of the agreement along with a hand written note on the back of the agreement, letting the tenant know that the tenancy would not be allowed to continue and the mutual agreement to end the tenancy would be in effect. The tenant stated that this hand written note is not on an approved form and that the landlord was in contravention of the *Act*, by reneging on his promise to allow the tenancy to continue even though the parties had signed a mutual agreement to end tenancy.

The landlord stated that he had informed the tenant that the tenancy would continue on condition that her adult children changed their behaviour and stopped causing problems for him and the other occupants of the building. The landlord stated that the problems continued and therefore he was forced to enforce the agreement to end the tenancy.

Analysis

Based on the testimony of both parties and the signed mutual agreement to end tenancy on the appropriate form, I find that the landlord has not acted in a manner that is noncompliant with the *Act*. Accordingly, I dismiss the tenant's application for an order directing the landlord to comply with the *Act*.

Conclusion

The tenant's claim is dismissed in its entirety.

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: January 28, 2015

Residential Tenancy Branch