



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for a monetary order for compensation and the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to compensation and the recovery of the filing fee?

Background and Evidence

The tenancy began on January 01, 2012. The rental unit has three bedrooms and is located in the upper level of the house. The tenant currently has a sub tenant occupying one of the bedrooms.

On March 27, 2015, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had sublet the rental unit without the consent of the landlord.

During the hearing the reasons for the notice 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 63 of the *Residential Tenancy Act*, the Arbitrator 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 pay the landlord an additional \$45.00 per month per sub tenant up to a maximum of two subtenants, effective June 01, 2015
2. The tenant agreed to provide personal information of the current sub tenant to the landlord before June 01, 2015
3. The tenant agreed to provide information regarding any future sub tenants and rent to them only with landlord's approval.
4. The landlord agreed to drop his claim for retroactive rent for the subtenant
5. The tenant agreed to withdraw the portion of her monetary claim made in this application
6. Both parties confirmed that they understood and agreed to the terms of this agreement.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as per the above terms.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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: May 13, 2015

Residential Tenancy Branch

