



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlords: OPC, OPB, MND, MNSD, MNDC, O, FF  
Tenants: CNC, MNDC, MNSD, AS, RR, O, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlords sought an order of possession and a monetary order. The tenants sought to cancel a notice to end tenancy; a monetary order; an order allowing them to assign the tenancy; and an order allowing the tenants to reduce rent.

The hearing was conducted via teleconference and was attended by both landlords; one of the tenants and an observer.

The tenants had included a third party JP (the observer at the hearing) as an applicant tenant on their Application for Dispute Resolution. However, the tenancy agreements submitted into evidence by both parties does not list JP as a tenant. The tenants submit that there is an amended tenancy agreement that includes JP as a tenant; the landlords dispute that there is an amended tenancy agreement.

When one party to a dispute provides testimony regarding circumstances related to a tenancy and the other party provides an equally plausible account of those circumstances, the party making the claim has the burden of providing additional evidence to support their position.

While the tenants have provided copies of emails showing the parties were in a discussion about adding another party to the tenancy there is no evidence before me that the an amendment to the tenancy agreement was ever reached or documented and signed by both parties.

For these reasons, I find that JP is not a tenant or a party to this tenancy and I have amended the tenants' Application for Dispute Resolution to exclude JP as an applicant.

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding in both Applications for Dispute Resolution is the 1 Month Notice to End Tenancy for Cause. Based on the submissions of both parties I find the issue of the 1 Month Notice and the continuation of this tenancy is not sufficiently related to the tenants' claim for compensation; for an order allowing the tenants to assign the tenancy to another party; or for an order for reduced rent or to the landlords' claim for compensation. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The other claims by both parties are unrelated to the 1 Month Notice in that the basis for them rests largely on other facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the 1 Month Notice. I exercise my discretion to dismiss the tenants' claim for compensation; for an order allowing the tenants to assign the tenancy to another party; or for an order for reduced rent and the landlords' claim for compensation. I grant both parties leave to re-apply for these other claims.

#### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenants are entitled to cancel a 1 Month Notice to End Tenancy for Cause and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Act*.

#### Background and Evidence

During the hearing the parties reached the following settlement:

1. The landlords withdraw their Application for Dispute Resolution seeking an order of possession;
2. The tenants withdraw their Application for Dispute Resolution seeking to cancel a 1 Month Notice to End Tenancy for Cause;
3. The tenants agree to pay the landlords \$550.00 on June 17, 2015. This amount represents rent, including utilities and RV storage, for the month of June 2015 (\$1,150.00) less the security deposit and pet damage deposit held (\$600.00);
4. The landlords agree to turn on the electrical service to the tenant's RV on June 28, 2015 until the end of the tenancy;
5. The tenants agree to vacate the rental unit no later than 1:00 p.m. on June 30, 2015.

#### Conclusion

In support of the above settlement and with agreement of both parties I grant the landlords:

- An order of possession effective **June 30, 2015 after service on the tenants.** This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court; and
- A monetary order in the amount of \$550.00. This order must be served on the tenants. If the tenants fail to comply with this order the landlords may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: June 17, 2015

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Residential Tenancy Branch

