



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated November 25, 2015.
- b. An order that the landlord comply with the Act, regulations and/or tenancy agreement.
- c. An order to recover the cost of the filing fee.

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 one month Notice to End Tenancy was sufficiently served on the Tenants on November 25, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on December 3, 2015.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated November 25, 2015?
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, regulations and/or tenancy agreement?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on October 24, 2015 and end on October 31, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$2600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$1300 on October 20, 2015.

On November 16, 2015 the tenant subleased the rental unit to a third party pursuant to a fixed term written tenancy agreement that provided that the tenancy would start on November 20, 2015 and end on June 1, 2016.

Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(i) of the Residential Tenancy Act. That section provides as follows:

- Tenant has assigned or sublet the rental unit/site without landlord's written consent

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 February 29, 2016.
- b. The parties request that the arbitrator issue an Order for Possession for that date.

Order for Possession:

As a result of the settlement I granted an Order for Possession effective February 29, 2016. I dismissed the other claims in the Application for Dispute Resolution as it was not part of the settlement.

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: January 25, 2016

Residential Tenancy Branch

