



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: O

### Introduction and Issues to be Decided:

The tenants applied for an order to cancel a Notice to End his tenancy and for a declaration that the tenancy is continued. All parties were represented at the conference call hearing.

### Settlement:

A one year fixed term tenancy began on June 15, 2015 with monthly rent amounting to \$ 1,500.00 payable on the first day of the month. The tenancy agreement provided that it continued on a month to month basis after the end of the fixed term. The landlord who signed the tenancy agreement was SM. On April 15, 2016 MM son of the landlord, sent the tenants a letter advising them that he is now the landlord and that their tenancy would end on June 30, 2016 requiring them to move out. The parties settled this matter and they have asked that I record the terms pursuant to section 63(2) as follows:

- a. This is a fixed term tenancy with a term that ends on June 30, 2016, and that the tenancy will continue on a month to month basis thereafter,
- b. The letter from MM purporting to end the tenancy is invalid and unenforceable, and
- c. The tenants will continue to pay the rent to SM and consider SM as the lawful landlord until such time as SM directs and authorizes the tenants in writing otherwise.

### Conclusion:

Pursuant the settlement contained herein, the tenancy agreement and the Residential Tenancy Act, I Ordered that the tenancy continue in accordance with the written tenancy agreement between the parties specified therein. I have not made any order as to the recovery of the filing fee.

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 20, 2016

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Residential Tenancy Branch