



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RATZLOFF DEVELOPMENT CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, LRE, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant provided direct testimony that he served the landlord with the notice of hearing package in person sometime around June 27, 2016. The landlord's agent, J.S. confirmed that she received the tenant's notice of hearing package on June 27, 2016. The tenant did not provide any documentary evidence save a copy of the 1 Month Notice dated June 9, 2016. The landlord stated that a documentary evidence package was personally served to the tenant's mother at the rental address on July 8, 2016 with a witness. The tenant confirmed receipt of the landlord's documentary evidence in this manner. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act.

During the hearing the landlord stated that the second named individual on the tenant's application, F.G. is not a tenant, but is instead a named occupant. The landlord stated that their 1 Month Notice does not name this individual. The tenant disputed this stating that the tenancy agreement was amended by the landlord to include F.G. the landlord disputed this. I find in the absence of any other supporting evidence that the tenant's application shall be amended to reflect only the named tenant from the signed tenancy agreement as provided by the landlord.

### Issue(s) to be Decided

Are the tenants entitled to an order cancelling the 1 Month Notice?

Are the tenants entitled to an order suspend or set conditions on the landlord's right to enter the rental unit?

Are the tenants entitled to a monetary order for recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 1, 2013 on a fixed term tenancy until May 31, 2014 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated November 8, 2013. The monthly rent is \$1,195.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$597.50 was paid on November 8, 2013.

On June 9, 2016, the landlord served the tenant with the 1 Month Notice. The 1 Month Notice sets out an effective end of tenancy date of July 31, 2016 and that it was being given as:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- the tenant has assigned or sublet the rental unit/site without the landlord's written consent.

The landlord's agent, M.W. claims that the tenant has changed the locks in the rental unit, has a cat and is subletting the rental unit without the written permission of the landlord. The tenant disputes the landlord's claims.

### Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw the 1 Month Notice.
3. Both parties agreed to mutually end the tenancy on August 31, 2016 at or before 1 pm, by which time the tenant agreed to have vacated the rental unit.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

#### Conclusion

The tenants' application is withdrawn. The landlord's 1 Month Notice is cancelled

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

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: July 19, 2016

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Residential Tenancy Branch