



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AS, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated September 12, 2016 ("1 Month Notice"), pursuant to section 47;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and his agent, MD (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that his agent had authority to speak on his behalf at this hearing. This hearing lasted approximately 55 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The tenant confirmed receipt of the landlord's 1 Month Notice to End Tenancy for Cause, dated September 12, 2016 ("1 Month Notice"). The effective move-out date on the notice is October 12, 2016. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice.

Analysis

Pursuant to section 63 of the *Act*, the 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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the tenant will move back into the rental unit by January 2, 2017 and this tenancy will continue on a month-to-month basis on the terms of the parties' verbal tenancy agreement, provided that the tenant does not assign or sublet the rental unit from January 2, 2017 and for the remainder of her tenancy;
 - a. Both parties agreed that if condition #1 is met, the landlord's 1 Month Notice, dated September 12, 2016, is cancelled and of no force or effect;
 - b. Both parties have leave to reapply at the Residential Tenancy Branch for dispute resolution if condition #1 is violated;
2. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

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: December 01, 2016

Residential Tenancy Branch

