



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE PACIFIC DIVISION OF THE TABLEAU INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in May 2015 for a fixed term of one year. At the end of the term the tenancy continued on month to month basis. The landlord collected rent for 12 months in advance. The monthly rent is \$1,650.00. At the time of this hearing on March 02, 2017, the tenant had paid rent up to June 30, 2017.

On January 21, 2017, the landlord served the tenant with a notice to end tenancy for cause. The tenant stated that he had already moved out on December 15, 2016 and was renting the unit out to visitors, by the night. The tenant stated that he had the permission of the landlord to do so but had not filed any document to support his testimony. The landlord denied having given the tenant permission to rent the unit to short term renters.

The reasons for the notice were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00p.m. on March 07, 2017. An order of possession will be issued to the landlord effective this date.
2. The landlord agreed to refund the rent paid by the tenant for the period after the tenancy ends, in the total amount of \$6,190.00. A monetary order will be granted to the tenant in this amount.
3. The landlord further agreed to make this payment of \$6,190.00 by June 07, 2017.
4. Both parties stated that they understood and agreed that these particulars are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I grant the landlord an order of possession effective by **1:00pm on March 07, 2017**. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$6,190.00**. This order may be filed in the Small Claims Court and 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: March 02, 2017

Residential Tenancy Branch