



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MASHINCHI INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. Both parties were represented by legal counsel.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in October 2015. The monthly rent is \$3,980.00.

On October 23, 2017, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had sublet the rental unit without the permission of the landlord.

At the start of the hearing, the parties indicated that they were in the process of a settlement and requested an adjournment. 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 31, 2018. The landlord agreed to allow the tenancy to continue until March 31, 2018. The landlord will be issued an order of possession effective this date.
2. The tenant agreed to return all fobs and keys to the landlord at the end of tenancy and pay rent up to the end of tenancy.
3. The landlord agreed not to pursue damages against the tenant with regard to the carpet in the rental unit.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

Pursuant to the above agreement, I grant the landlord an order of possession effective by 1:00pm on March 31, 2018. 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.

Conclusion

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

I grant the landlord an order of possession effective by 1:00pm on March 31, 2018.

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 18, 2018

Residential Tenancy Branch