



# 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, FFT, RR (Tenant's Application)  
   FFL, OPC (Landlord's Application)

### Introduction

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution filed on March 23, 2018, the Tenant requested an Order cancelling a Notice to End Tenancy for Cause issued on March 14, 2018 (the "Notice"), monetary compensation pursuant to section 65(1) of the *Residential Tenancy Act*, and to recover the filing fee. In the Landlord's Application for Dispute Resolution filed on May 3, 2018 the Landlord sought an Order of Possession based on the Notice as well as recovery of the filing fee.

The hearing occurred by teleconference on June 7, 2018. Both parties were represented by legal counsel at the hearing.

### Preliminary Matter—Address of Rental Unit

Counsel confirmed that the Tenant's erroneously noted the address of the rental unit on their Application for Dispute Resolution. Pursuant to section 64(3)(c) of the *Residential Tenancy Act* and Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* I amend the Tenant's Application to correctly note the address of the rental unit.

### Settlement and Conclusion

During the hearing counsel for the parties resolved matters by mutual agreement. The terms of the agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the matter was resolved by agreement I make no findings of fact or law with respect to the parties' relative claims.

The terms of their settlement follow.

### Settlement and Conclusion

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than **1:00 p.m. on July 15, 2018.**

2. The Landlord is granted an Order of Possession effective **1:00 p.m. on July 15, 2018**. The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. For the purposes of service of the Order of Possession the parties agree that service by email on the Tenant's counsel is effective service; that email address is provided on the unpublished cover page of this my Decision.
4. The Tenant shall not assign or sublet their tenancy or rent out the rental unit on a short term basis. The parties acknowledge that any assignment or sublet of their tenancy or short term rental is in breach of the residential tenancy agreement. Should the Tenant breach this provision, the Landlord shall be at liberty to apply for an early end to tenancy pursuant to section 56 of the *Act* and for monetary compensation equivalent to one half months' rent in the amount of \$3,100.00.
5. The parties agree that on June 14, 2018 the Landlord, or an agent acting on behalf of the Landlord, may enter the rental unit for the purposes of conducting an inspection pursuant to section 29 of the *Residential Tenancy Act*.
6. The Tenant's monetary claim is dismissed with leave to reapply.
7. The Landlord is at liberty to apply for monetary compensation from the Tenant.
8. Both parties shall bear their own filing fees.

For the purposes of any future applications, the parties are reminded to consider the limitation period imposed by section 60 of the *Residential Tenancy Act*.

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 8, 2018

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Residential Tenancy Branch