



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNL-4M, MNDCT, OLC, PSF

### Introduction

On June 1, 2018, the Tenant applied for a dispute resolution proceeding seeking to cancel the Landlord's Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion for Another Use pursuant to section 49 of the *Residential Tenancy Act* (the "*Act*"), seeking an Order for the Landlord to comply with the *Act* pursuant to section 62 of the *Act*, seeking that the Landlord provide services and facilities pursuant to section 62 of the *Act*, and seeking monetary compensation pursuant to section 67 of the *Act*.

F.W. attended the hearing as the Landlord, with L.J. in attendance as well. The Tenant attended the hearing on her own behalf. All in attendance provided a solemn affirmation.

On June 20, 2018, the Tenant submitted an Amendment to an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause pursuant to section 47 of the *Act*. As this amendment was served to the Landlord by registered mail, I accepted the amendment and proceeded with the hearing.

During the hearing, the Tenant advised that she was not served with a Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion for Another Use and she mistakenly checked off the wrong box on her Application. Consequently, I dismiss this portion of the Tenant's claim.

The Tenant confirmed that she served the Landlord the Notice of Hearing package by registered mail on June 11, 2018 and the Landlord confirmed receipt of this package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing package.

During the hearing, I confirmed the dispute address with the Tenant and with her permission, amended the address to reflect this correction. As well, the Landlord's full legal name was amended on the Application.

In addition, during the hearing I advised the Tenant that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the Tenant that this hearing would primarily address the Landlord's One Month Notice to End Tenancy for Cause (the "Notice"), that her other claims would be dismissed, and that the Tenant is at liberty to apply for these claims under a new and separate Application.

All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's One Month Notice to End Tenancy for Cause dismissed?

#### Background, Evidence, and Analysis

The Landlord advised that she did not realize that she had inadvertently engaged into a tenancy under the *Act* when she accepted money and allowed the Tenant to occupy the rental unit.

Despite the Landlord's assertion that she did not believe she was entering into a tenancy agreement under the *Act*, the Landlord was advised that this situation would constitute an unwritten tenancy agreement between the two parties covered under the purview of the *Act*. As such, the Landlord was strongly cautioned that, as a Landlord, she was required to abide by the rules and regulations under the *Act*.

The Tenant stated that she had been cognizant of water usage in the rental unit as there was a shared water well that the Landlord also used for herself and the animals on her farm. However, as the well was running low, the Landlord had started to restrict the Tenant's access to this water. The Landlord was also strongly cautioned that under

Section 27 of the *Act*, restricting an essential service or facility such as water was prohibited under the *Act*.

### Settlement Agreement

I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The Tenant and Landlord agreed that the Tenant will have possession of the rental unit but must vacate the rental unit by **1:00 PM on October 31, 2018**. Therefore, the Landlord is granted an Order of Possession effective at **1:00 PM on October 31, 2018 after service of this Order** on the Tenant. The Tenant was also made aware that rent was still owed in full each month while she maintained occupancy of the rental unit.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

The Landlord and Tenant were advised and understood that should both parties agree to end the tenancy earlier than **1:00 PM on October 31, 2018**, they may do so by jointly signing a Mutual Agreement to End Tenancy.

### Conclusion

Based on the above, I hereby order that the One Month Notice to End Tenancy for Cause of June 12, 2018 to be cancelled and of no force or effect.

In support of the settlement described above and with agreement of both parties, I grant the Landlord an Order of Possession effective at **1:00 PM on October 31, 2018 after service of this Order**. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be 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: July 27, 2018

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Residential Tenancy Branch