



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACE RELATY CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, AAT, RP, FFT

Introduction

On November 29, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a 1 Month Notice to End Tenancy for Cause (“the 1 Month Notice”). The Tenant also applied for an order that the Landlord make repairs to the unit and for the Landlord to allow the Tenant access to the unit.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find the most important matter to determine is whether or not the tenancy is ending based on the issuance of a 1 Month Notice To End Tenancy For Cause. The Tenants other requests are dismissed with leave to reapply.

Issue to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy commenced on, July 17, 2018, on a six month fixed term basis that has continued thereafter on a month to month basis. Rent in the amount of \$2,400.00 is due by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,200.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that she served the Tenant a 1 Month Notice To End Tenancy For Cause dated November 28, 2018. The reason for ending the tenancy within the 1 Month Notice is:

Tenant has assigned or sublet the rental unit/ site without the Landlord's written consent.

The Landlord testified that she does not want to enforce the 1 Month Notice and is not seeking to end the tenancy.

The Tenant testified that he understands that the 1 Month Notice is being withdrawn by the Landlord and agreed.

Analysis

Based on the evidence and testimony before me, I find that the Landlord has withdrawn the 1 Month Notice To End Tenancy For Cause dated November 28, 2018.

The Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause is successful. I cancel the 1 Month Notice to End Tenancy for Cause, dated November 28, 2018.

I order the tenancy to continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to pay the Tenant the \$100.00 fee that the Tenant paid to make application for dispute resolution. I order that the Tenant can deduct the amount of \$100.00 from one (1) future rent payment.

Conclusion

The Tenant's application is successful. The 1 Month Notice issued by the Landlord dated November 28, 2018, is cancelled.

The tenancy will continue until ended in accordance with the Ac

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 03, 2019

Residential Tenancy Branch