



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, MNDC, FF

Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated January 1, 2011, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Do the Landlords have grounds to end the tenancy?
2. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This month-to-month tenancy started on November 1, 2010. Rent is \$1,350.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$675.00 and a pet deposit of \$200.00 at the beginning of the tenancy.

The Landlord (C.H.) said she served the Tenant in person on January 1, 2011 with a One Month Notice to End Tenancy for Cause dated January 1, 2011. The Tenant said the Landlord served this document to her on January 4, 2011. The Landlord ticked off one ground on the second page of the Notice that "the Tenant was repeatedly late paying rent." The Landlords also placed a 2nd tick mark on the 2nd page of the Notice but it did not identify a specific box. The Landlords said they intended to mark the box that alleged "the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord."

The Landlords claim that they have received a complaint about the Tenant's dogs barking and were verbally advised by the Strata that any further noise complaints would result in a fine. The Tenant claims that the Landlords failed to give her a copy of the Strata Rules and Bylaws and also failed to advise her that only one dog was permitted in the rental unit under those rules. The Tenant said she advised the Landlords that she received a written notice from the Strata management company on November 29, 2010 that she had to remove one of the dogs or the Landlords would be subject to a fine of \$200.00 per week. Part way through the hearing, the Parties agreed to settle this dispute on the terms set out below.

Analysis

Section 63 of the Act says that if the Parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. The Parties agreed to settle this dispute on the following terms:

1. The Tenant withdraws her application to cancel the One Month Notice to End Tenancy for Cause dated January 1, 2011;
2. The tenancy will end on February 28, 2011;
3. The Landlords will pay the Tenant compensation of \$840.00 representing the Tenant's anticipated moving expenses of \$780.00 and utility hook up fees of \$60.00;
4. The Tenant will not be responsible for paying a move out fee of \$100.00; and
5. The Landlords will reimburse the Tenant one-half of the \$50.00 filing fee for this proceeding (or \$25.00).

Conclusion

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated January 1, 2011 is withdrawn. A Monetary Order in the amount of **\$865.00** has been issued to the Tenant and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 01, 2011.

Residential Tenancy Branch