



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNR, MNDC, FF.

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act* for an order to cancel the Ten Day Notice to End Tenancy for Unpaid Rent, a monetary order for damages and loss of value to the tenancy and an order to suspend or set conditions on the landlord's right to access the premises.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the testimony and relevant evidence that was properly served.

At the outset of the hearing, the parties advised that the landlord has rescinded the Ten Day Notice to End Tenancy for Unpaid Rent because it was issued in error. The tenant agreed with this. However, the landlord has since issued other Notices including a One-Month Notice to End Tenancy for Cause, alleging a breach of a material term of the tenancy.

I therefore amended the tenant's application to substitute the tenant's request to cancel a Ten Day Notice to End Tenancy for Unpaid Rent , to be a request for an order to cancel the One-Month Notice to End Tenancy for Cause.

Issues to be Determined

- Is the tenant entitled to an order to cancel the One-Month Notice to End Tenancy for Cause?
- Is the tenant entitled to a monetary order for damages and loss of value to the tenancy?

- Is the tenant entitled to an order to suspend or set conditions on the landlord's right to access the premises?

Background and Evidence

The tenancy began in 2006 and the tenant stated that she has had one or more pet dogs in the past, with the landlord's knowledge and consent. The tenant testified that this had never been an issue until the recent management company started to oversee the building. The tenant testified that the dog is only there part of the time.

The tenant stated that her request for a monetary order for \$3,900.00 is based on loss of quiet enjoyment of her suite because of harassment from the landlord. The tenant is claiming a 100% rent abatement for the five-month period since the new management company took over the building. The landlord's actions, according to the tenant, includes issuing numerous vexatious Notices and warnings, knocking on the tenant's door, subjecting the tenant to verbal abuse and tampering with the tenant's weather stripping without proper notification.

The landlord denied harassing the tenant and stated that the notices and warnings were justified. The landlord testified that the tenant has contacted the police with false allegations that the landlord had threatened the tenant.

The landlord testified that there is no record that the tenant was ever permitted to have a dog in her suite. The landlord pointed out that the tenancy agreement shows that the tenant only possessed a fish tank at the time she moved into the unit in 2006. The landlord testified that the tenant has also been formally cautioned about cleaning up after the dog, repeatedly warned not to open windows in the common areas in winter and told not to place unsightly weather-stripping or deodorizer outside of her door in the hallway.

Analysis

I find that the tenancy agreement does not contain a specific term prohibiting the tenant from having a dog. However, under the Act, the tenant is required to ensure that the presence of her dog does not interfere with others in the complex. This includes an expectation that the tenant cleans up after the dog.

A mediated discussion ensued and the tenant stated that she is amenable to a move-out date of June 30, 2013 and she also agreed that an Order of Possession could be issued to the landlord on consent, provided that the landlord cease harassing her.

The parties both agreed that communicating in written form only would be one option of minimizing confrontation between them.

Accordingly, the parties entered into a mutual agreement, the terms of which are the following:

- The landlord will be granted an Order of Possession terminating the tenancy effective June 30, 2013 and the tenant must vacate by that date.
- The parties will restrict all communications to written form and avoid verbal communication, unless absolutely necessary.

Pursuant to the mutual agreement reached between these two parties, agreeing to terminate the tenancy, I hereby grant the landlord an Order of Possession, effective at 1:00 p.m. on June 30, 2013. This order must be served on the tenant and is final and binding. It may be filed in the Supreme Court and enforced as an order of that Court.

The landlord's most recent One Month Notice to End Tenancy for Cause is hereby cancelled and of no force nor effect.

Conclusion

This matter is resolved by mutual agreement between the parties and the landlord is granted an Order of Possession with the tenant's consent. The parties also agreed to restrict communications to written form.

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 03, 2013

Residential Tenancy Branch