



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, MNSD, OLC, PSF, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated June 28, 2015 ("1 Month Notice"), pursuant to section 47;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of the security and pet damage deposits ("deposits"), pursuant to section 38;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord and his lawyer as well as the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The landlord had an English language interpreter, LN, assist him at this hearing.

The landlord's lawyer confirmed that the landlord received the tenant's application for dispute resolution hearing package ("Application"). The tenant confirmed that she received the landlord's written evidence package for this hearing. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence package.

Issues to be Decided

Should the landlord's 1 Month Notice be cancelled?

Is the tenant entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to a monetary award for the return of her deposits?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order requiring the landlord to provide services or facilities required by law?

Is the tenant entitled to recover the filing fee for this Application from the landlord?

Background and Evidence

The landlord testified that this month-to-month tenancy began on June 20, 2015. Monthly rent in the amount of \$1,300.00 is payable on the 20th day of each month. A security deposit of \$650.00 and a pet damage deposit of \$650.00 were paid by the tenants and the landlord continues to retain both deposits. The tenant continues to reside in the rental unit.

The landlord issued a 1 Month Notice with an effective move-out date of August 31, 2015. The tenant disputed the notice on July 2, 2015. The notice indicates the following two reasons for ending this tenancy:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord; and*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord.*

The tenant seeks a monetary order of \$2,600.00 plus the \$50.00 filing fee for this Application. The tenant stated that she is entitled to a return of both her deposits, totalling \$1,300.00, plus the first month's rent paid for June 20 to July 20, 2015, totalling \$1,300.00. The tenant indicated that she did not receive laundry and cable services that were supposed to be included in her rent. The tenant also stated that she had to

perform cleaning at the unit, that she had to request furniture left behind to be removed when she moved in to the unit and the landlord was unpleasant to her. Both parties agreed that the tenant did not pay rent due on July 20 or August 20, 2015, totalling \$2,600.00.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 8, 2015, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agree that the landlord will retain the tenant's entire security and pet damage deposits, totaling \$1,300.00;
3. The landlord agreed not to pursue any claims or applications against the tenant at the Residential Tenancy Branch with respect to unpaid rent for July and August 2015 for this tenancy, totaling \$2,600.00;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 8, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 8, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties, I order the landlord to retain the tenant's entire security and pet damage deposits, totaling \$1,300.00.

The landlords' 1 Month Notice, dated June 28, 2015, is cancelled and of no force or effect.

The tenant agreed to bear the cost of her own filing fee of \$50.00 for this Application.

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: September 01, 2015

Residential Tenancy Branch

