



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding RLB HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenants' application pursuant to section 46 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice).

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The female tenant (the tenant), who confirmed that she represented both tenants, testified that the landlord's building manager handed her the 10 Day Notice on August 16, 2015. The landlord's female representative confirmed that the tenant handed her the dispute resolution hearing package on August 20, 2015. The landlord's male representative (the landlord) confirmed that the landlord has received copies of the tenants' written evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the parties have been duly served with the above documents.

At the hearing, the landlord confirmed that the landlord has not applied for anything with respect to this tenancy, and that the landlord's only concern remained the securement of a pet damage deposit from the tenants.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? Should any other orders be issued with respect to this tenancy?

Background and Evidence

This periodic tenancy began in November 2014. Monthly rent is set at \$795.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$400.00 security deposit paid on November 20, 2014. The landlord holds no pet damage deposit for this tenancy.

The landlord's 10 Day Notice identified \$400.00 as owing for the pet damage deposit and not for unpaid rent. The landlord issued a 10 Day Notice, adding "Pet Deposit", to the Residential Tenancy Branch form, and striking out the "Rent and Utilities" portion of that approved form.

At the hearing, I advised the landlord that the *Act* requires that a notice to end tenancy for an unpaid pet damage deposit would need to be issued on a 1 Month Notice to End Tenancy and not on a 10 Day Notice.

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.

1. *The landlord agreed to withdraw the 10 Day Notice.*

Although the parties disconnected from the teleconference before they could both convey the terms of their settlement agreement to me, the tenant called back into the teleconference a few minutes later to confirm that the parties had indeed agreed to the following additional terms of settlement:

2. *The tenants agreed to pay the landlord \$200.00 towards their pet damage deposit on November 2, 2015.*
3. *The tenants agreed to pay the remaining \$200.00 of their pet damage deposit to the landlord with their December 2015 monthly rent payment.*

Although the landlords were not present to confirm their acceptance of Terms 2 and 3 of the settlement agreement outlined above, I accept the sworn testimony of the tenant that the landlord did in fact agree to these terms. In this regard, I also rely on the landlord's sworn testimony provided to me that his only interest in this matter was to obtain payment of the tenants' security deposit.

Conclusion

To give legal effect to the settlement agreement reached by the parties, the landlord's 10 Day Notice is withdrawn, with no legal effect or force. This tenancy continues until ended in accordance with the Act.

I also order the tenants to pay \$200.00 of their \$400.00 pet damage deposit to the landlord on November 2, 2015, and the final \$200.00 of this deposit to the landlord on or before December 1, 2015.

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: November 02, 2015

Residential Tenancy Branch

