



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO INN
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC (Tenants' Application)
OPC, MNR, FF (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenants' Application for Dispute Resolution they sought a more time to make their application pursuant to section 66(1) of the *Residential Tenancy Act*, and an Order canceling a Notice to End Tenancy for cause issued on October 10, 2015 (the "Notice"). In the Landlord's Application for Dispute Resolution the Landlord requested an Order of Possession based on cause, a Monetary Order for unpaid rent and to recover the filing fee.

Both parties appeared at the hearing. The Landlord was represented by the building manager, B.M. The Tenants appeared and were assisted by an advocate, A.T. 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 to cross-examine the other party, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

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 Matter

The Tenant, M.H., confirmed that he had erroneously noted his name as M.H.H. on the Tenants' Application for Dispute Resolution filed September 22, 2015. Pursuant to section 64(3)(c) of the *Residential Tenancy Act*, I amend the Tenants' application to correctly name M.H.

Background and Evidence

B.M. testified that the tenancy for M.H. began approximately 10 years ago and the tenancy for C.R. began approximately 8 years ago. The rental unit is located in a motel which rents rooms both long term as well as short term. B.M. took over management of the rental property in June of 2015.

The Tenants pay rent of \$960.00 per month. M.H.'s rent is paid directly to the Landlord from a government ministry. C.R. pays her rent directly to the Landlord. B.M. confirmed she refused rent from the Tenants for September and October 2015 and that she sent M.H.'s rent payment back to the government ministry which had issued payment.

B.M. testified that she issued the Notice on September 9, 2015 rather than October 10, 2015 as indicated on the Notice. The Tenants' advocate confirmed they received the Notice on September 9, 2015. As the Tenants applied for dispute resolution on September 22, 2015, they applied within the time required under section 47 and do not require more time to apply as requested in their application.

B.M. testified that she served the Notice as a result of the Tenants' arguing and fighting, which she stated was disturbing to other occupants and hotel guests. B.M. did not submit any evidence from others, nor did she call any witnesses.

B.M. also testified as to an issue which arose as a result of pest control. The parties agreed that the pest control issue had been resolved such that B.M. moved the Tenants into a different rental unit.

The Tenants took issue with the Notice based on the fact it was incorrectly dated. They also claimed only one letter had been sent to them, namely the August 26, 2015 letter, and that immediately upon receiving this letter they corrected their behaviour. They further claim they have a positive relationship with all the other occupants of the rental building, do not want to move and are willing to make further changes to ensure the tenancy can continue.

At the conclusion of the hearing B.M. confirmed she wished to continue the tenancy and did not wish to proceed with the Notice.

Settlement

At the conclusion of the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Act*, I record their agreement in this my Decision. I make no findings of law or fact with respect to the parties' relative claims.

1. The Notice erroneously dated October 10, 2015, and served September 9, 2015, is withdrawn.
2. The tenancy shall continue until ended in accordance with the *Residential Tenancy Act*.
3. The Tenants agree that they have been sufficiently warned by the Landlord as to concerns the Landlord has with respect to the behaviour giving rise to the issuance of the Notice. The Tenants will make their best efforts to ensure their actions and behaviour does not unreasonably disturb or significantly interfere with other occupants or the Landlord.
4. Should the Tenants' behaviour not improve, the Landlord is at liberty to issue a further Notice to End Tenancy for Cause.
5. The Landlord's claim for a monetary Order for unpaid rent is withdrawn and the parties agree as follows:
 - a. the Landlord shall not issue a 10 Day Notice for Unpaid Rent or Utilities with respect to the September and October 2015 rent.
 - b. the Landlord shall communicate with the government ministry to request payment of M.H.'s portion of the rent.
 - c. C.R. will pay her portion of the September and October rent to the Landlord as soon as possible.
 - d. the Landlord will accept C.R.'s payment of the September and October rent.
6. The Landlord shall not be entitled to recovery of the filing fee.

Conclusion

The parties resolved all matters by mutual agreement. The Notice is withdrawn and the tenancy shall continue. The Tenants will make their best efforts to ensure their

behaviour does not unreasonably disturb or significantly interfere with other occupants or the Landlord. The Landlord will accept the Tenant, C.R.'s, rent for September and October 2015 and will communicate with the government ministry who issued M.H.'s rent to facilitate payment of his portion of the rent. The Landlord will not issue a 10 Day Notice of Unpaid rent for any amounts owing for September and October 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 23, 2015

Residential Tenancy Branch

