



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MDSD & FF

### Introduction

The Application for Dispute Resolution filed by the landlord seeks an Order for Possession for the failure to pay a pet deposit within 30 days.

The Application for Dispute Resolution filed by the Tenant seeks an order cancelling the one month Notice to End Tenancy.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the one month Notice to End Tenancy was personally served on the Tenant on August 31, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. The parties acknowledged they had received each others documents.

### Preliminary Issue:

The tenant requested an adjournment on the basis she needed more time to obtain a character reference letter. The landlord opposed the adjournment. I determined this was not an appropriate case to grant an adjournment. The tenant had ample time to prepare. The submission of a character letter would not be relevant to the issue in this case. :

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated August 31, 2015?
- b. Whether the landlord is entitled to an Order for Possession?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on August 1, 2015. The rent is \$495 per month payable on the first day of each month. The tenant paid a security deposit of \$247.50 prior to the start of the tenancy. The tenancy agreement provided that the tenant would pay a pet damage deposit within 30 days of the start of the tenancy.

On August 31, 2015 the landlord served a one month Notice to End Tenancy on the tenant on the grounds that the tenant "security deposit or pet damage deposit was not paid within 30 days as required by the tenancy agreement." The tenant previously sent a text message to the landlord asking not to cash the cheques she provided. In the evening of August 31, 2015 the tenant e-mailed the landlord's wife advising her they could cash the pet damage deposit cheque. The landlord acknowledges his wife received that e-mail. However, he suggest was sent only after the one month Notice was given and is an false attempt to fortify her position. He refers to a text message sent the next day stating she was doing all she could to get the rent.

### Settlement::

This is a disputed claim. At the end of the hearing the parties were given an opportunity to reach a settlement. The parties have settled this matter and they have asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on January 31, 2016.
- b. The parties ask the arbitrator to issue an Order for Possession for January 31, 2016.

**As a result of the settlement I granted an Order for Possession effective January 31, 2016.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Conclusion

**As a result of the settlement I granted an Order for Possession effective January 16, 2016.**

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 18, 2015

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Residential Tenancy Branch

