



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DUNFERMLINE PROPERTY HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPC CNC MNDC MNSD FF

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. The tenant's application was scheduled to be heard January 26, 2017 but she did not attend because she thought it was combined with the landlord's file to be heard today. Her application was dismissed with leave to reapply. To prevent a multiplicity of hearings and in fairness to both parties, I agreed to hear both applications in this hearing. Both parties confirmed that the Notice to End Tenancy for cause dated December 16, 2016 to be effective January 31, 2017 and the landlord's Application were served personally on the tenant. They also agreed that the tenant served her Application by registered mail and personally. I find that the documents were legally served according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause; and
- b) An order to recover the filing fee pursuant to Section 72.

The tenant applies pursuant to the Act for orders as follows:

- c) To cancel a Notice to End Tenancy for cause, to dispute an illegal rent increase;
- d) To request emergency and other repairs and obtain a rent rebate for facilities not provided pursuant to sections 27 and 65;
- e) To allow the tenant to change the locks; and to order the landlord to comply with the Act.

### **Issue(s) to be Decided:**

Has the landlord proved sufficient cause to end the tenancy? Or is the tenant entitled to any relief?

Has the tenant proved she is entitled to compensation and to have orders for repairs and to change locks?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 1, 2016, a security deposit and pet damage deposit totalling \$785 were paid and rent is \$785 a month. The landlord served the Notice to End Tenancy for cause for they stated the tenant is significantly interfering with or unreasonably disturbing another occupant or the landlord.

The landlord explained that the tenant had a lot of anger when she entered the tenancy for the carpets were not cleaned to her satisfaction. They were steam cleaned as attested to by one of the tenant's witnesses but the smell of urine was not removed. The tenant's unit had been occupied by other tenants who had moved to a bigger unit. The tenant began sending very abusive messages to these previous occupants and to the landlord. They became very alarmed as it escalated to death threats. The tenant also constantly texted the landlord and was angry and abusive in her texts to him. He acknowledged they were dealing with a bed bug issue and he had to supply her with another heater when she had problems with the heat but he said her emails were extreme and, even if they agreed to something, she never considered it settled. For example, he gave her \$100 to clean the carpets again but she kept harking back to the carpet issue. He said it is better for her to leave this tenancy and start afresh. The landlord provided a large amount of correspondence from the tenant as illustrations.

The tenant explained her intense frustration at finding the carpets so dirty at the commencement of the tenancy. She explained how she steam cleaned once, then scrubbed them over four times with various solutions to try to get rid of the smells. She is concerned that the deposits be returned. After discussion and mediation, the parties agreed to settle on the following terms and conditions:

**Settlement Agreement:**

- 1. The tenancy is at an end and the landlord will receive an Order of Possession effective March 31, 2017.**
- 2. The tenant will receive \$285 compensation which she will deduct from her rent for March 2017.**
- 3. The landlord will cash her February rent cheque but will return her other post dated cheques and the tenant will pay him \$500 in cash which will be the total of March 2017 rent.**
- 4. The security and pet damage deposits will remain in trust to be dealt with in accordance with section 38 of the Act after the tenant has vacated.**
- 5. This agreement settles all matters between the parties in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

Pursuant to the above noted settlement agreement, I find that the landlord is entitled to an Order of Possession effective March 31, 2017.

**Monetary Order**

Based on the above noted settlement agreement, I find the tenant is entitled to \$285 compensation for all matters related to this tenancy. I find she may deduct this from her March rent and pay the balance of \$500 in cash to the landlord. The security and pet damage deposits remain in trust to be dealt with in accordance with section 38 of the Act after the tenant has vacated. I dismiss the balance of the tenant's requests as the tenancy is ended.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective March 31, 2017. I find both the landlord and tenant entitled to recover filing fees paid for their applications as both had some success. I dismiss the balance of the claims of the tenant without leave to reapply.

**I HEREBY ORDER that the tenant may deduct \$285 from her rent for March 2017 and I order her to pay the balance of \$500 to the landlord in cash.**

**The filing fees awarded to each party offset each other so no further monetary order is awarded for filing fees.**

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: February 02, 2017

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Residential Tenancy Branch