



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

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 tenant was represented by his mother (the tenant's agent), the agent identified by him in a written statement entered into evidence before this hearing.

The tenant's agent confirmed that her son, the tenant, had been handed a 1 Month Notice on June 7, 2017, as declared by the landlords. She also confirmed that he had received a 10 Day Notice to End Tenancy for Unpaid Rent on July 18, 2017, and a second 1 Month Notice to End Tenancy on July 21, 2017. In accordance with section 88 of the *Act*, I find that each of these Notices were duly served to the tenant.

The tenant's agent testified that she sent copies of the tenant's dispute resolution hearing package to both landlords by registered mail on June 22, 2017. As both landlords confirmed receipt of these packages, I find that they were duly served with these packages in accordance with section 89 of the *Act*. The landlords also confirmed that they were aware that the tenant was seeking a monetary award of \$122.00, the amount identified in the tenant's amended application for dispute resolution. The tenant's agent stated that the figure cited in that application was incorrect, and was only

intended to be \$97.00. At the hearing, I allowed the request of the tenant's agent to reduce the amount of the requested monetary award from the \$122.00 figure cited in the amended application to \$97.00.

As both parties confirmed receipt of one another's written evidence, I also find that these documents were served in accordance with section 88 of the *Act*.

At the commencement of the hearing, the female landlord (the landlord) advised that the 10 Day Notice was issued in error and that the landlords were withdrawing that Notice.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to a monetary award for losses arising out of this tenancy? Should any other orders be issued with respect to this tenancy?

Background and Evidence

This tenancy began on December 5, 2016, by way of an oral tenancy agreement. Monthly rent was set at \$450.00, payable in advance on the first of each month. The landlords continue to hold a \$225.00 security deposit paid by the tenant on December 5, 2016. Although the tenant apparently keeps a cat and some fish in the rental unit, no pet damage deposit was discussed at the beginning of this tenancy, and the landlords were not aware of the tenant's intentions in this regard when this tenancy began.

The landlord's first 1 Month Notice, the only Notice properly before me, identified the following reasons for seeking an end to this tenancy:

Tenant has allowed an unreasonable number of occupants in the unit/site

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *put the landlord's property at significant risk.*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property; and*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.*

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. The tenant's agent confirmed that she was fully authorized to enter into these settlement discussions on behalf of the tenant and enter into a final and binding resolution of this dispute and issues arising out of this tenancy. During the hearing, the parties 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 resolution of all issues arising out of this application and this tenancy at this time:

1. The landlords agreed to withdraw all existing Notices to End Tenancy.
2. Both parties agreed that they will sign a standard periodic tenancy agreement by September 8, 2017, for the identical \$450.00 per month rent, payable on the first of each month and to confirm the standard terms that commenced in the current oral tenancy agreement that began on December 5, 2016.
3. Both parties agreed that the one year anniversary date of the existing tenancy is December 5, 2017.
4. The tenant agreed that there is to be no smoking of any substance or vaping in the rental unit.
5. The tenant agreed to respect the quiet enjoyment of other tenants in this rental building.
6. The tenant agreed to first seek the approval of the landlords if the tenant wishes to keep a domestic cat or any pet in the rental unit other than his existing fish. The landlords agreed to consider a request to waive a pet damage deposit for any pet other than the tenant's existing fish.
7. The landlords agreed to allow the tenant to keep fish in the rental unit without charging a pet damage deposit.
8. The tenant agreed to seek the landlord's assistance to ensure that any air conditioner or heater that he wishes to use at the rental unit is properly installed.
9. The landlords agreed to contact the tenant's agent, his mother, who represented the tenant's interests at this hearing, by email as much as possible, as well as the tenant, with respect to any concerns raised during the course of this tenancy.

Both parties attending the hearing confirmed that they were authorized to enter into this settlement agreement, free of coercion, and that the above terms constituted a final and

binding resolution of all aspect of this application and all issues currently under dispute arising out of this tenancy.

Conclusion

To give legal effect to the settlement agreement, all existing Notices to End Tenancy issued by the landlords are hereby cancelled. I order that this tenancy continues until ended in accordance with the *Act*.

To give legal effect to Clause 3 of the settlement agreement, I order that for the purposes of the rental increase provisions of the *Act* and the associated *Regulations*, the one year anniversary date of this tenancy is established as December 5, 2017. I further order that the first date whereby the landlords can seek a rent increase in accordance with the *Act* and the associated *Regulations* is the first of January, 2018, the first date when monthly rent would become due following this anniversary date.

To give legal effect to Clause 2 of the settlement agreement, I order the parties to sign a Residential Tenancy Agreement as per the standard terms of tenancy and as outlined in Clause 2 of their settlement agreement by the end of the day on September 8, 2017.

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*.

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Dated: September 05, 2017

Residential Tenancy Branch