



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC, OLC, AS, FF, O

### Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord's representatives and the tenant 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. M.T. (the landlord) stated that he would be speaking on behalf of the landlord in this matter.

### Preliminary Matters

At the outset of the hearing the tenant requested to withdraw their application for an order allowing the tenant to assign or sublet.

The tenant's application for an order allowing the tenant to assign or sublet is withdrawn.

The landlord acknowledged receipt of the Tenant's Application for Dispute Resolution (the Application) and evidence left with an agent of the landlord on September 01, 2017. In accordance with section 88 and 89 of the *Act*, I find the landlord was duly served with the Application and evidence.

The tenant acknowledged receipt of the landlord's evidence, which was personally served to the tenant on September 27, 2017. In accordance with section 88 of the *Act*, I find the tenant was duly served with the landlord's evidence.

The Tenant confirmed that she received the One Month Notice on August 23, 2017. In accordance with section 88 of the *Act*, I find the tenant was duly served with the One Month Notice.

### Issue(s) to be Decided

Should the landlords' One Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession based on the One Month Notice?

Is the tenant entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence, including the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The landlord provided written evidence that this tenancy began in October of 2012, with a current monthly rent of \$925.00, due on the first day of the month. The landlord testified that a notice of rent increase was served to the tenant which raised the monthly rent to \$960.00, which the tenant confirmed. The landlord gave undisputed affirmed testimony that they currently retain a security deposit in the amount of \$462.00.

A copy of the landlord's August 23, 2017, One Month Notice was entered into evidence. In the One Month Notice, requiring the tenant to end this tenancy by September 23, 2017, the landlord cited the following reasons for the issuance of the One Month Notice:

*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*

*Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The landlord testified that a large dog and another occupant were moved into the unit without the landlord's permission. The landlord testified that they received complaints that the dog was territorial and became aggressive with children who live in the same building as well as the landlord's handyman who was doing work at the building. The landlord testified that the dog and the extra occupant were removed from the property after a letter and a One Month Notice were issued to the tenant.

### 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The landlord agreed to withdraw the One Month Notice dated August 23, 2017.
2. The tenant agreed to consult with the landlords and seek permission for any future pets or additional occupants that they might wish to bring into the unit.
3. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenant's current application arising out of the One Month Notice issued on August 23, 2017.

Conclusion

The One Month Notice of August 23, 2017 is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

The tenant's application for an order allowing the tenant to assign or sublet is withdrawn.

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: October 16, 2017

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Residential Tenancy Branch