



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (One Month Notice) pursuant to section 47 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord's agent H.T. attended on behalf of the corporate landlord.

As both parties were present, service of documents was confirmed. The tenant testified that she served the landlord with the Notice of Dispute Resolution Proceeding package and evidence by Canada Post registered mail on August 1, 2018, which was confirmed by the landlord's agent. The tenant served the landlord with an additional evidence package by Canada Post registered mail on September 11, 2018, which was also confirmed by the landlord's agent. The landlord's agent confirmed that the landlord served the tenant with evidence by Canada Post registered mail on August 29, 2018, which was confirmed by the tenant. Based on the undisputed testimonies of the parties, I find that documents for this hearing were served in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – Amendment to the Tenant's Application for Dispute Resolution

At the outset of the hearing, the landlord's agent advised that the corporate landlord's name was spelled incorrectly on the tenant's Application. Pursuant to my authority

under section 64(3)(c) of the Act, I amended the tenant's Application to correct the spelling of the corporate landlord's name.

Procedural Matters

I explained to the parties that section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the tenant's Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Further to this, the parties were advised that the standard of proof in a dispute resolution hearing is on a balance of probabilities. Usually the onus to prove the case is on the person making the claim. However, in situations such as in the current matter, where a tenant has applied to cancel a landlord's Notice to End Tenancy, the onus to prove the reasons for ending the tenancy transfers to the landlord as they issued the Notice and are seeking to end the tenancy.

Issue(s) to be Decided

Should the landlord's One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the Notice to End Tenancy?

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 the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The tenant agrees to sign the landlord's "Pet Agreement" and return a signed copy of the agreement to the landlord by October 5, 2018.
2. The parties agreed that the tenant's tenancy agreement signed on April 1, 2010 be amended to reflect that the tenant paid a \$490.00 pet damage deposit at the

beginning of the tenancy in April 2010, in addition to a \$490.00 security deposit, and that both these deposits continue to be held by the current landlord.

3. By way of this settlement, both parties agreed that: the landlord's One Month Notice to End Tenancy dated July 27, 2018 is cancelled and of no further force or effect; and the tenant's application for dispute resolution in its entirety is cancelled.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application and the landlord's notice, and that they agreed free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the Act, and the associated regulations.

Conclusion

The tenant must sign and return the landlord's "Pet Agreement" to the landlord by no later than October 5, 2018.

The landlord's One Month Notice to End Tenancy dated July 27, 2018 is cancelled and is of no force or effect.

The tenant's tenancy agreement be amended to reflect that a pet damage deposit of \$490.00 was paid by the tenant at the beginning of the tenancy.

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: September 20, 2018

Residential Tenancy Branch