



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      FFT, OLC, MNDCT, RR, PSF

### Introduction

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

- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

KM and ZA represented the landlord in this hearing. 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. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

The landlord's agents confirmed receipt of the tenants' dispute resolution application ('Application') In accordance with section 89 of the *Act*, I find that the landlord duly served with the Application. All parties confirmed receipt of each other's evidentiary materials and that they were ready to proceed with the hearing.

### **Settlement**

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 the monetary compensation portion of the tenants' dispute

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

1. The landlord agreed to provide the tenants with compensation in the amount of \$1,500.00. Both parties agreed that the tenant may deduct this amount from their April 2022 rent. If this is not possible, the tenants may deduct this amount from a future monthly rent payment.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of the monetary portion of the tenants' application.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of the monetary aspect of the tenants' dispute at this time.

### **Remaining Issues**

Are the tenants entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Are the tenants entitled to an order to the landlord to provide services or facilities required by law?

Are the tenants entitled to recover the cost of the filing fee from the landlord for this application?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed-term tenancy began on May 1, 2021, with monthly rent currently set at \$3,400.00, payable on the first of the month. The landlord still holds a security deposit of \$1,700.00.

TC is listed as the sole tenant on the tenancy agreement. TC resides in the upper portion of the home, while TC's stepson, JD, and grandson live in the separate lower suite. TC testified that they had rented the home with the agreement that there would be two suites in order to accommodate this living arrangement, which was known to the landlord. TC testified that the landlord was also aware of JD's support dog, despite the fact that no pet damage deposit was ever collected. TC submitted correspondence from the new management company informing the tenant that the dog may remain if a pet damage deposit in the amount of \$1,700.00 is paid. The tenant submitted a statement from KC, who is TC's separated spouse, stating that the landlord was aware of these facts. TC also submitted a signed statement from the landlord, SS, giving JD permission to have one medium to large size dog living at the rental property, and that no pet deposit will be required as per the conversation in April.

TC filed this application to request that JD be included on the tenancy agreement as a second tenant, and for the landlord to waive the pet damage deposit as one was not collected at the beginning of the tenancy. TC notes that the landlord has finally completed the outstanding repairs, but that there is still a lingering smell that is intermittent.

The landlord's agents agreed in the hearing to investigate the smell, and noted the difficulty considering that the smell was intermittent. The landlord's agents testified that they believed that some of the submitted documents were forged, including the signed agreement for JD to have the dog without paying a pet damage deposit. The landlord's agents request that the tenant provide the landlord with the required pet damage deposit as requested. The landlord's agents testified that JD was not included in the tenancy agreement, which was signed by both parties, and declined the tenants' request to add JD as a second tenant due to the ongoing issues between JD and the landlord.

### **Analysis**

The definition of a "tenancy agreement" is outlined in the following terms in section 1 of the Act:

**"tenancy agreement"** means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas

and services and facilities, and includes a licence to occupy a rental unit;

I find that in this case, it is undisputed that a written tenancy agreement exists, which was signed by the landlord, SS, and the tenant SC on April 21, 2021. An addendum was included with the tenancy agreement, and a copy was provided by the landlord for this dispute proceeding. Both the tenancy agreement and attached addendum listed 2 cats as approved by the landlord, which is initialed by both parties. The landlord denies signing the document submitted by the tenant, which the landlord states is forged.

In consideration of the evidence and testimony before me, I find that the landlord had never collected a pet damage deposit despite noting that two cats were allowed on the tenancy agreement. Furthermore, I find that the tenants had provided evidence in the form of a witness statement as well as a signed written authorization stating that JD is permitted to have one dog, and that no pet damage deposit would be required. Despite the concerns raised by the landlord's agents that the document is forged, I am not satisfied that this allegation is supported in evidence. I find that the signatures appear to be similar to the ones on the tenancy agreement, and accordingly, I find the authorization to be valid. I also note that the correspondence dated November 25, 2021 from the landlord's agents incorrectly notes that the tenants' lease does not allow for any pets as the tenancy agreement and addendum notes that the tenants have two cats. I am satisfied that the tenants had provided sufficient evidence to support that they were given permission to allow them to have a dog on the property, and without the requirement of a pet damage deposit. I order that the tenancy continue on the same terms as agreed to by both parties, which include the allowance of the tenants' dog without the collection of a pet damage deposit.

The tenants also requested that JD be added onto the tenancy agreement as a second tenant. Although JD may have been residing at the rental address in a separate suite since the beginning of the tenancy, I find that both parties clearly agreed on the terms of the tenancy agreement before signing the agreement on April 21, 2021, which only notes TC as the named tenant. Although the landlord had agreed to rent the entire home under TC's name, I am not satisfied that the evidence supports that JD was to be included as a named tenant on the tenancy agreement. Accordingly, I find the April 21, 2021 to be valid, and no amendments are necessary to the written tenancy agreement to include JD as a named tenant unless consented to by both parties.

As the landlord agreed to inspect the intermittent lingering odour, I do not feel that any further orders are necessary at this time in relation to outstanding repairs.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As the tenants' application contained some merit, I allow the tenants to recover the \$100.00 filing fee. To give effect to this monetary award, I allow the tenants to deduct this amount from a future rent payment.

**Conclusion**

As noted in the settlement agreement, the tenants may deduct \$1,500.00 from their April 2022 rent. The tenants may also implement a monetary award of \$100.00 for the filing fee by reducing a future monthly rent payment by that amount.

I order that the tenancy to continue on the same terms as agreed to at the beginning of the tenancy, which include allowing the tenants to keep their dog without requirement of a pet damage deposit, and that TC remain the only named tenant unless an amendment or new tenancy agreement is signed by both parties.

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: April 5, 2022

---

Residential Tenancy Branch