

## **DECISION**

Dispute Codes      CNC MNDC MNSD RR FF

### Introduction

This hearing dealt with an application by the Tenant to obtain an Order to cancel a notice to end tenancy issued for cause and a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or Tenancy agreement, return of the pet and security deposit, and to recover the cost of the filing fee from the Landlords for this application.

### Issues(s) to be Decided

Is the Tenant entitled to an Order to cancel a notice to end tenancy under section 47 of the *Residential Tenancy Act*?

Is the Tenant entitled to a Monetary Order a) for money owed or compensation for damage or loss under the Act, regulation or Tenancy agreement, and b) return of the pet and security deposit under sections 67 and 38 of the *Residential Tenancy Act*?

### Background and Evidence

The fixed term tenancy was set to begin on October 1, 2009, however the Tenant was granted permission to move in on September 15, 2009, and the tenancy is set to expire on May 31, 2010. The monthly rent is payable on the first of each month in the amount of \$650.00 and the Tenant paid a security deposit of \$325.00 and a pet deposit of \$325.00 on approximately October 1, 2009.

The male Landlord served the Tenant a one month notice to end tenancy for cause on January 10, 2010, in person at the rental unit.

### Analysis

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Tenant will withdraw her application for dispute resolution in full; and
2. The Tenant will vacate the rental unit no later than May 31, 2010 at 1:00 p.m.;  
and
3. The Landlords will be issued an Order of Possession effective May 31, 2010 at 1:00 p.m. ;and
4. The Tenant will keep to her suite during the remainder of the tenancy agreement;  
and
5. The Tenant agrees to keep her car on the gravel driveway and will not drive her vehicle on the grass areas or off of the gravel driveway area; and
6. The Tenant's parking space will be relocated to in front of the garage located on the left when facing both garage doors; and
7. The Landlords' son will take over parking his vehicle in the Tenant's old parking stall between the trees past the end of the house; and
8. Both the Tenant and the Landlords agree that neither party will engage in any further emotional or verbal outburst towards each other any other occupant of the property; and
9. The Tenant agrees not to leave her dog outside unattended for any period longer than four hours; and
10. The Tenant agrees not to leave her door open and the Tenant agrees not to leave her patio door open during the remainder of her tenancy.

As the parties were able to settle the matter, I decline to award the Tenant recovery of the filing fee for the cost of this application.

### Conclusion

A copy of the Landlords' decision will be accompanied by an Order of Possession effective **May 31, 2010 at 1:00 p.m.** after service upon the Tenant. This Order may be filed in Supreme Court and may be enforced as an Order of that Court.

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: March 15, 2010.

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Dispute Resolution Officer