

DECISION

Dispute Codes OPB, ET

Introduction

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

- an Order of Possession for a breach of a material term of the tenancy agreement pursuant to section 55; and
- an early end to this tenancy and an Order of Possession pursuant to section 56.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed that she received a copy of the landlord's dispute resolution hearing package by registered mail on February 10, 2011. I accept that the male landlord (the landlord) has served this package and the landlord's written evidence in accordance with the *Act*.

At the commencement of the hearing, I asked for clarification of the landlord's application. It was unclear if the landlord was seeking an Order of Possession under section 55, under section 56 for an early end to this tenancy, or both. The landlord confirmed that he had not served the tenant with a One Month Notice to End Tenancy for Cause, so was not pursuing this application pursuant to section 55 of the *Act*. The landlord said that he was seeking an early end to this tenancy and an Order of Possession on the basis of the tenant's breach of a material term of her tenancy agreement. He alleged that the tenant had breached section 8.h of the tenancy agreement which states that "No dogs, cats or large fur bearing animals are allowed on the premises... and further, guests are not permitted to bring their dogs or cats onto the property for any length of time." I considered the landlord's application for an early end to this tenancy and an Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

The tenant started living in this rental unit in a subsidized month-to-month tenancy on August 16, 2008. The landlord maintained that an early end to this tenancy was warranted because the tenant had two pit bull dogs and two cats living in the rental unit for a period of time in January and February 2011. The landlord and his building contractor testified that the presence of these animals in the tenant's rental unit in contravention of her tenancy agreement presented extra costs for the landlord when the landlord contracted for window replacements in the building by the contractor.

The tenant admitted that she was keeping two of her son's dogs with her and two cats for part of January 2011. She said that she was able to find another home for the dogs within a week of the contractor's attempt to replace the windows in her suite. She said that all of the dogs and cats were removed from the premises by February 16, 2011.

Analysis

Pursuant to Section 63 of the *Act*, the dispute resolution officer 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.

During this hearing, the parties discussed the issues in dispute, turned their minds to compromise and were able to reach an agreement to settle their dispute. Both parties agreed to settle their dispute on the following terms.

1. The landlord agreed to withdraw the application for an early end to tenancy and an Order of Possession.
2. The tenant committed to abide by the provision in her residential tenancy agreement requiring that she have "no dogs, cats or large fur bearing animals" on her premises and furthermore understands that guests are not permitted to bring dogs, cats or large fur bearing animals to the property for any length of time.
3. The landlord agrees to remove and replace the deadbolt on her rental unit and make keys available to the tenant at the tenant's cost in accordance with the landlord's Key Replacement Policy

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

In accordance with the parties' agreement, I dismiss the landlord's application on the basis of the landlords' withdrawal of his application. 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*.