



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, FF

Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a Notice to End Tenancy for Cause; to order the landlord to comply with the Act, regulation, or tenancy agreement; to suspend or set conditions on the landlord's right to enter the rental unit; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the notice to end tenancy be set aside, and should the tenancy continue?

Should the landlord be issued orders to comply as requested?

Should the landlord be ordered restrictions to her right to access the rental unit?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a basement suite in a single detached home. Pursuant to a verbal agreement, the month to month tenancy started on May 1s, 2011. The rent is \$1000.00.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. Matters discussed included, but were not limited to; the tenants' dogs that were not part of the original agreement; issues concerning the condition of the rental unit that will be addressed in the settlement agreement.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenancy will end no later than June 30th, 2012.
- For the remainder of the tenancy and effective immediately, the tenants will take the dogs to work with them while away from home during the week.
- The landlord will label the circuits in the breaker panel located in the tenant's suite.
- The landlord will ensure that a proper chain or latch will secure the gate permanently.
- The landlord will ensure that the tenant's master bedroom door is secure by a working push button type handle or knob.
- The tenant is responsible to ensure feces are removed after the dogs' use of the yard.

Landlords and tenants under a tenancy agreement owe a statutory obligation towards one another. The landlord has a duty of care and a right to enforce a tenancy, and the tenant is entitled to certain rights pursuant to the Act. Repeated breaches by any party do not prevent the other from making future applications for dispute resolution and to present comprehensive, relevant and timely evidence which, at that time may generate a different outcome.

Conclusion

I grant the landlord an Order of Possession effective no later than July 1st, 2012. If necessary, this Order may be filed in the Supreme Court of British Columbia and 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: April 23, 2012.

Residential Tenancy Branch