



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss their dispute with one another. The tenant confirmed that one of the landlord's representatives handed her the 1 Month Notice on March 9, 2013. The landlord's building manager (KT) confirmed that the tenant handed one of the landlord's representatives a copy of the tenant's dispute resolution hearing package on March 18, 2013. I am satisfied that the parties served one another with the above documents and their written evidence packages in accordance with the *Act*.

At the commencement of this hearing, the landlord's building manager (the building manager or the landlord) requested an end to this tenancy and the issuance of an Order of Possession if the tenant's application to cancel the 1 Month Notice were dismissed.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should any orders be issued against the landlord? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The tenant first moved into Unit 34 of this rental building, a 3 bedroom unit, on December 1, 2009. Monthly rent for that unit was set at \$1,000.00, payable in advance

on the first of each month. The tenant entered into written evidence a copy of her Residential Tenancy Agreement for that tenancy, including a statement that there was a \$500.00 security deposit paid on November 16, 2009 and a \$250.00 pet damage deposit to be paid for that tenancy. She testified that she made both of these payments towards this tenancy.

The tenant testified that she moved from Unit 34 to her current 4 bedroom rental unit in the same rental property on October 1, 2001. The landlord entered into written evidence a copy of the Residential Tenancy Agreement (the Agreement) for her current rental unit. The parties agreed that the monthly rent for this periodic tenancy is \$1,100.00, payable in advance on the first of the month. The tenant testified that she paid an additional security deposit of \$50.00 for the new tenancy, as the landlord retained her existing \$500.00 security deposit and pet damage deposit. The Agreement included a clear note beside her signature indicating "NO PETS."

The issue in dispute that gave rise to the landlord's issuance of the 1 Month Notice for an alleged breach of a material term of the current Residential Tenancy Agreement is the tenant's alleged lack of compliance with the landlord's February 18, 2013 notice that she was to not have pets on the premises. The landlord maintained that the tenant continued to allow her daughter to visit the rental unit with her dog. The landlord also claimed that the tenants' two cats are also in contravention of the NO PETS provision in her Agreement. The tenant testified that many tenants in her building have pets. She entered written evidence and was prepared to call as witnesses two individuals who had worked for the management company that was in charge of this rental property before the current management company was retained on November 15, 2012.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following terms in order to achieve a final and binding resolution of the tenant's application and their dispute:

1. The tenant committed to advise her daughter not to bring any dog onto the rental property.
2. The tenant agreed that she would not allow her daughter to bring any dog to the tenant's rental unit and further committed to refrain from allowing any dog to access the tenant's rental unit.

3. The tenant agreed to provide a copy of her receipt for payment of her pet damage deposit to the landlord's building manager (KT) by 10:00 a.m. on Monday, April 15, 2013.
4. The landlord agreed to cancel the 1 Month Notice to End Tenancy for Cause issued on March 9, 2013.
5. The landlord agreed to allow the tenant to keep her existing cats in her rental unit.
6. Both parties agreed that the terms of their settlement agreement as outlined above constituted a final and binding resolution of all issues in dispute arising out the tenant's application and this tenancy at this time.

Conclusion

I report the terms of the parties' settlement agreement as outlined above. In accordance with the terms of this settlement agreement and as discussed at the hearing, the 1 Month Notice issued by the landlord on March 9, 2013 is cancelled and is of no legal effect. This tenancy continues.

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 11, 2013

Residential Tenancy Branch