



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, CNC, MT, OLC

Introduction

This hearing was convened by way of conference call in response to an application made by both the landlord and tenant. The landlord applied for an Order of Possession for: cause; and because the tenant had breached an agreement with the landlord. The tenant applied for more time and to cancel the notice to end tenancy for cause and for the landlord to comply with the *Act*, regulation or tenancy agreement.

Both parties appeared for the hearing and no issues in relation to the service of documents under the *Residential Tenancy Act* (the '*Act*') were raised by either party.

Analysis & Conclusion

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 settle their respective disputes under the following terms:

1. The tenant agrees to only keep **one** pet in the rental suite, being her dog, for the remainder of the tenancy.
2. The tenant agreed to discontinue the use of pee pads inside or on the deck of the rental unit which creates foul odor. Dog mess will be disposed of appropriately. It will not be left anywhere in the rental suite.
3. The tenant agrees to keep the unit in a reasonably clean state and in any case, in accordance with the requirements set out in the *Act*. This includes the regular removal of garbage from the rental unit to prohibit strong odors.

4. The tenant provided the landlord, during the hearing, with a contact phone number and email address to facilitate better communication between the landlord and tenant.
5. Both parties agreed that, as practicable as possible, communication for the remainder of the tenancy will be documented for continuity and evidence purposes.
6. The tenant agreed to pay the \$50.00 filing fee cost for the landlord's application. The tenant agreed that this filing fee can be deducted from the security deposit at the end of the tenancy by the landlord. However, the rights and obligations of both parties in relation to the return of a security deposit at the end of the tenancy still apply.

If the landlord is not satisfied that the above agreed terms and conditions have not been met at any point, the landlord is at liberty to make an application for dispute resolution and present evidence to the Residential Tenancy Branch for consideration for an Order of Possession.

This agreement does not change the rights and obligations that both parties have under the *Residential Tenancy Act*

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: September 30, 2013

Residential Tenancy Branch

