



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, O, CNC

Introduction

This hearing was convened by way of conference call in response to an application made by both the landlord for an Order of Possession for cause and for 'Other' issues; during the hearing the landlord withdrew the 'Other' issues on the application portion as none were identified other than requesting an Order of Possession which this hearing dealt with. The tenant applied to cancel the notice to end tenancy for cause.

The landlord appeared with the co-landlord who was not named on any of the applications. The tenant appeared for the hearing. No issues in relation to the service of documents under the *Residential Tenancy Act* (the 'Act') were raised by any parties.

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 in full under the following terms. However, I also cautioned the parties regarding the agreed terms as follows:

1. The tenant and landlords agreed to keep all communication between them in writing. This can be done by e-mail but both parties were cautioned of the need to provide proper written notice in accordance with the *Act*. This will prevent verbal confrontations and enable the recording of documentary evidence for both parties IF disputes are to arise in the future.
2. The tenant agreed to shovel snow off the front and back porch and the driveway. Both parties were cautioned about their responsibilities in relation to this which are detailed in Policy Guideline 1.

3. The tenant agreed to keep her 'kiddy' swimming pool off the house decks due to water leaks onto the house sewer system and the concentrated weight load that MAY put the landlord's property at risk. The parties were cautioned that they would still be required to provide evidence of the risk the pool could have if it remained on the house decks. The landlord permitted the tenant to have the 'kiddy' pool on the ground floor.
4. As the landlord allowed the tenant to have only one dog within the rental unit, the landlord and tenant agreed to complete a condition inspection report for the purposes of issues that may arise from damage caused by the tenant's dog. The time and date for this condition inspection report will be arranged between the landlord and tenant and all the parties are reminded that the condition inspection report is still subject to the *Act* and Residential Tenancy Regulation.
5. The tenant agreed to mow the lawn and conduct general weeding of the yard every other week between the spring and fall seasons. Both parties are also reminded of their responsibilities detailed in Policy Guideline 1 in relation to this.
6. The landlord will issue the tenant written notice for inspections and entry into the rental unit unless it is an emergency where there is significant risk to property or life in accordance with the *Act*. The landlord must be prepared to show evidence of notices issued for entry into the rental unit and/or evidence of the circumstances surrounding entry for emergency purposes.
7. The tenant agrees to abide by the 17 conditions of the tenancy agreement.

If the parties are not satisfied that the above agreed terms and conditions have not been met at any point, any party is at liberty to make an application for dispute resolution. However, the party making such an application must be able to supply and present evidence to the Residential Tenancy Branch to support their application. 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: October 21, 2013

Residential Tenancy Branch

