



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, OPC, OPB, MNDC, OLC, FF

### **Introduction**

This hearing dealt with applications by the tenant and the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and the tenant applied for an order to set aside this notice. The tenant also applied for compensation for loss under the *Act*.

Both parties attended the hearing and had opportunity to be heard. At the start of the hearing, the tenant withdrew his claim for compensation. Accordingly this hearing only dealt with the notice to end tenancy.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on May 01, 2013. In November 2013, the parties attended a hearing regarding a notice to end tenancy for cause. The reasons for that notice were similar to the reasons for a second notice to end tenancy served on the tenant on December 17, 2013, which was the subject of this hearing. The issues surrounding both notices were mainly to do with the tenant allowing his dog to remain in public areas, without a leash.

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

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The landlord agreed to allow the tenancy to continue up to March 31, 2014.
2. The tenant agreed to move out on or before 1 p.m. on March 31, 2014. An order of possession will be granted to the landlord effective this date.
3. The tenant agreed to have his dog leashed at all times in public areas and in the rental unit during inspections/maintenance calls by the landlord and his staff.
4. The tenant agreed to behave in an appropriate manner towards all occupants of the building complex. The tenant agreed to refrain from spitting in public areas.
5. The tenant stated that he understood that upon non compliance of the above terms, the landlord would apply for an early end to tenancy.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before 1:00p.m. March 31, 2014. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective March 31, 2014.

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: February 07, 2014

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Residential Tenancy Branch

