



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC, OCL, LRE

### Introduction

This matter dealt with an application by the Tenants to cancel a Notice to End Tenancy for Cause, for more time to make the application, for the Landlord to comply with the Act, regulations or tenancy agreement and to restrict the Landlord's right of entry into the rental unit.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on March 21, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenants' hearing package and I accept service although later than required by s. 89 of the Act. The hearing proceeded with both parties in attendance.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. As compensation for the Tenant's parents and their dog moving into the rental unit the Tenant will pay the Landlord \$1,750.00 per month as rent instead of the agreed on \$1, 450.00 per month. This additional compensation is for the additional people and dog in the rental unit.
2. As well the Tenant and the occupants of the rental unit agree not to smoke in the unit and not to use the fireplace.
3. The Landlord agrees to allow the parents' dog as part of the tenancy agreement.
4. Both parties agree this arrangement will be in effect for 6 months and the parties will renegotiate the tenancy agreement on October 1, 2014.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

### Conclusion

The Parties agreed to continue the tenancy until October 1, 2014 under the terms of the tenancy agreement and the above arrangement.

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 09, 2014

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Residential Tenancy Branch

