



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIAN CENTENNIAL HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for cause issued to the Tenant on July 31, 2014.

The Tenant and an agent for the Landlord appeared for the hearing and provided affirmed testimony. The Tenant provided a copy of the Landlord’s breach letter, the tenancy agreement and the 1 Month Notice to End Tenancy for Cause (the “Notice”) in written evidence. The Landlord provided a large amount of written and photographic evidence to support the Notice. The parties confirmed receipt of the documents and evidence used in the hearing.

At the start of the hearing, I took into consideration Section 25 of the *Interpretation Act*, and determined that the Tenant had applied to dispute the Notice within the time limits stipulated by Section 47(4) of the *Residential Tenancy Act* (the “Act”).

The hearing continued to hear the evidence of both parties in relation to the Notice which had been given to the Tenant because it was alleged that the Tenant had breached a material term of the tenancy agreement that was not corrected after written notice to do so was given, and that the Tenant had significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The Landlord presented compelling written, oral and photographic evidence which suggested that the Tenant was keeping a dog inside the rental suite when there was a clause in the tenancy agreement that specifically prohibited pets in the tenancy. Furthermore, the Landlord presented compelling evidence that the dog was creating fear and disturbance to the Landlord and other residents in the building.

The Tenant claimed that the dog did not belong to her but the dog was present in her rental suite for long periods of time. The Tenant disputed the fact that the dog was dangerous and that he was a 'support' dog. However, the Tenant provided insufficient evidence to show that the dog was exempt from the provisions of the tenancy agreement under the *Guide Animal Act*; if the Tenant was going to rely on this assertion then it would have been prudent to submit this evidence prior to the hearing to both parties or at the time the Tenant was issued the breach letter on July 23, 2014 before the Notice was served. However, the Landlord and Tenant agreed to end the tenancy through mutual settlement to resolve the issue.

Settlement Agreement

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.

Both parties agreed to settle the Tenant's Application by agreeing to end the tenancy on November 30, 2014 which gives the Tenant sufficient time to vacate the rental suite and find new accommodation. The Tenant is still responsible to pay rent for November, 2014. In order to give effect to this agreement, the Landlord is issued with an Order of Possession which is dated effective November 30, 2014. This order may be enforced only if the Tenant fails to vacate the rental suite by the agreed date. Copies of these orders are attached to the Landlord's copy of this decision. This agreement is legally binding on the parties.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **at 1:00 pm on November 30, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court.

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 16, 2014

Residential Tenancy Branch

