



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC
 OPC, FF

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 1 Month Notice to End Tenancy for Cause (the “Notice”). The Landlord also made an Application for an Order of Possession and to recover the filing fee.

The Landlord named on the Tenant’s Application appeared for the hearing with the building manager; however only the Landlord provided affirmed testimony during the hearing. The Tenant appeared for the hearing and was assisted by her Advocate to provide affirmed testimony.

No issues in relation to the service of the Applications and the parties’ written evidence prior to the hearing were raised by the parties.

I also determined that the Tenant had applied to cancel the Notice within the time limits imposed by Section 47(4) of the Act.

The Landlord presented an extensive amount of oral and written evidence in relation to the reasons why the Tenant had been issued with the Notice. I focused my attention on the Landlord’s evidence regarding the breach of the pet policy in obtaining the Landlord’s written consent as required by a term in the tenancy agreement. The Landlord had sent the Tenant several letters requesting the Tenant comply with the tenancy agreement in obtaining written consent to have a pet in the tenancy which the Tenant did not do and continues to intend to have a pet in the rental suite.

After a lengthy discussion and several proposals around mutual settlement regarding the issues associated the breach of the tenancy agreement, the parties negotiated a mutual agreement to end the tenancy between them.

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.

The Landlord and Tenant both agreed to end the tenancy on **December 31, 2014** at which point the Tenant is required to vacate the rental suite, unless otherwise decided by the parties in writing, to end the tenancy in accordance with the Act.

The Landlord is issued with an Order of Possession effective for this date.

The Tenant is still obligated to pay rent under the tenancy agreement until the tenancy ends.

The rights and obligations of both parties in relation to the return of the security deposit at the end of the tenancy still apply.

Conclusion

In settlement of both Applications, I grant the Landlord an Order of Possession effective **at 1:00 pm on December 31, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit in accordance with the above agreement.

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 23, 2014

Residential Tenancy Branch

