



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0890246 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

This hearing dealt with an application by the tenant for an order setting aside a 1 Month Notice to End Tenancy for Cause. Both parties appeared and had an opportunity to be heard.

The tenant acknowledged that her tenancy agreement specified “no pets”; that she acquired a small dog during her tenancy; and that as of the date of the hearing her dog was living with her in the rental unit. The landlord acknowledged that except for acquiring a dog contrary to the terms of the tenancy agreement, the applicant has been a good tenant.

The tenant has paid the January rent in full although the landlord has not deposited her cheque.

The parties agreed that:

- If the tenant removes her dog from the residential property (which includes the rental unit, common areas, the building in which they are situated, the land on which the building is located, and any other building that is part of this complex) by January 15, 2015, the tenancy will continue.
- If the tenant does not remove her dog from the residential property by January 15, 2015; or if she brings the dog back to the residential property, even for a short visit; the tenancy will end and the landlord may enforce the order of possession that is provided with this decision.

In order to ensure that the order of possession remains enforceable in the future if necessary, the landlord will provide the tenant with a receipt marked “for use and occupation” for any rent paid. The landlord explicitly acknowledges that this measure is only taken to ensure that the tenant complies with her undertaking not to have a pet at the residential property; not for any other purpose.

The parties also agreed that any delay by the landlord in responding to any violation of this agreement or the “no pets” clause of the tenancy agreement shall not be construed as a waiver of the tenant’s obligation under either 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: January 07, 2015

Residential Tenancy Branch

