



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

CNC, FF

### Introduction

This matter dealt with an application by the tenant for an Order to cancel the One Month Notice to End Tenancy and to recover the filing fee from the landlord for the cost of this proceeding.

Through the course of the hearing I assisted the parties in reaching an agreement in settlement of the tenant's application.

The parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The landlord agreed to withdraw the One Month Notice to End Tenancy dated March 20, 2015;
- The landlord agreed to provide the tenant with a temporary unit to reside in, when one becomes available in the building, while renovations are completed in the tenant's unit;
- The landlord agreed to assist the tenant in moving his belongings to the temporary unit and back to his unit when repairs are completed;
- The parties agreed that the tenant will not be charged rent for the temporary unit but will continue to pay rent for his unit while renovations are carried out;

- The landlord agreed that when the repairs are completed in the tenant's unit and the tenant moves back into the unit, the rent will remain the same until such a time as a legal rent increase can be imposed in accordance to the *Residential Tenancy Act*;
- The landlord agreed to make repairs to the unit to include, but is not limited to, repairs to the drywall, repainting the entire unit, replacing missing baseboards, replacing missing cabinet doors and kitchen cabinet, replacing the flooring, repairing or replacing the stove and fridge and any other repairs to bring the unit to a suitable living condition to meet code.
- The tenant agreed to pay the amount of \$1,800.00 towards part of this renovation. This amount will be paid in instalments of \$100.00 per month for 18 months starting the month the tenant moves back into the rental unit and will continue whether or not the tenant continues to reside in the rental unit;
- The tenant agreed to amend the preauthorised debit for his rent to include the \$100.00 extra per month;
- The tenant agreed to provide the landlord with a letter from the tenant's vet to confirm the age, gender, breed and colour of the tenant's cat before the tenant moves back into his unit;
- The tenant agreed that if the vet confirms that the tenant's cat is less than 10 years old that the tenant will remove the cat from his unit;
- The landlord agreed that if the tenant's vet confirms the tenant's cat is 10 years or older that the tenant may continue to keep the cat in his unit until such a time as the cat passes away;
- The tenant agreed that he will not replace his cat and no further pets will be kept in the tenant's unit;
- The parties agreed that they will conduct an inspection of the unit on the day the tenant moves back into the unit. A report will be completed and a copy of this will be given to the tenant.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the tenant's application.

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: May 11, 2015

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Residential Tenancy Branch

