



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes          cnc

### Introduction:

The tenant filed a claim as against the landlord, seeking an order to cancel a One Month Notice To End Tenancy, given January 28, 2016. At the hearing, a comprehensive settlement was reached with respect to this claim.

### Settlement:

It was agreed by both parties that:

1. The tenant shall permanently remove one of her cats from the premises on or before April 30, 2016;
2. The tenant shall pay to the landlord the sum of \$575.50 on or before April 30, 2016, representing the tenant's pet damage deposit. The landlord shall provide the tenant with a receipt for same;
3. Provided the above two conditions have both been satisfied by the tenant:
  - a. the One Month Notice to End Tenancy dated January 28, 2016 is cancelled;
  - b. the tenancy shall continue; and
  - c. the written tenancy agreement is amended to permit the tenant to have one cat in the rented premises.
4. If either of the first two conditions is not satisfied:
  - a. this Settlement is rendered void;
  - b. the One Month Notice to End Tenancy dated January 28, 2016 remains in effect; and
  - c. the landlord is at liberty to apply for an Order of Possession based upon such Notice.

By virtue of my authority in section 63(2) of the Residential Tenancy Act, I hereby ratify and confirm this settlement, and I order that it be binding upon both parties.

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: March 21, 2016

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Residential Tenancy Branch

