



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP

Introduction:

The tenant applied for an Order to cancel a Notice to End the Tenancy for Cause dated May 11, 2016 as well as an Order that the landlord make repairs. Both parties were represented at the teleconference hearing.

Facts:

A one month fixed term tenancy began on December 1, 2015 and was renewed several times with rent in the amount of \$ 725.00. The landlord alleged that the tenant was permitting his dog; an American Bull dog to wander freely in his and the adjoining yards which is alleged to have caused disturbances and apprehension of fear. The tenant also requested that the landlord build a fence for his dog.

Settlement:

The parties settled this matter and have agreed that the tenancy shall continue on a month to month basis. I have recorded the settlement agreement pursuant to section 63(2) and in the context of section 47 (1) (h) of the Act, I Order the following:

- a. When the tenant's dog is not inside his unit, he shall keep his dog secured and within a secure fence in his yard, and
- b. Otherwise the tenant's dog must be inside his unit.

Conclusion:

As a result of the settlement, I have I have cancelled the Notice to End the Tenancy for Cause dated May 11, 2016. There will not be any recovery of the filing fee. I have dismissed all other applications made by the tenant.

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: June 20, 2016

Residential Tenancy Branch