



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC OPC

### **Introduction:**

Both parties were present at the hearing. They confirmed service of the Notice to End the Tenancy for cause dated May 25, 2016 to be effective June 30, 2016 and of the tenant's Application. The tenant applies to cancel the Notice to End Tenancy pursuant to section 47 of the *Residential Tenancy Act* (the Act).

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenancy commenced April 1, 2016, rent is \$1500 a month and a security deposit of \$750 plus a pet damage deposit of \$750 were paid. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant has seriously jeopardized the health or safety of another occupant or the landlord; and
- b) Put the landlord's property at significant risk.

The landlord gave sworn testimony concerning the tenant's behaviour that is posing a significant risk and jeopardizing the safety of others in the strata complex. He said the tenants were propping up fire doors and other entry doors in the complex with makeshift devices in violation of the strata bylaws. He noted the tenants had been directly observed doing this three times and three violation letters were issued.

The tenant said it was an unfortunate situation. They have a dog who has suffered grand mal seizures since they have come to this building. This has necessitated them leaving doors open and even camping outside in the rain to try to alleviate the dog's symptoms. They submitted medical evidence to support their statements. The male tenant has had to move temporarily out of town with the dog to give the dog healthier living conditions in order to recuperate. The tenants noted that other tenants prop open doors while moving and the Fire Department had told them that this is fine on a temporary basis for short times while moving.

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The landlord was sympathetic to the tenant's situation and agreed to an extension of time to vacate, especially since there have been no further violations since the male tenant and dog left. Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

**Settlement Agreement:**

- 1. The tenants will vacate the premises on September 30, 2016 and will waive the filing fee for this Application.**

**Analysis:**

Based on the above noted agreement, I find the landlord entitled to an Order of Possession effective September 30, 2016.

**Conclusion:**

I grant the landlord an Order for Possession effective September 30, 2016. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. I dismiss the tenant's application without recovery of the filing fee.

In the event of a disruption in postal service, this Order may be served personally, posted on the door or by courier with signature required.

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: July 07, 2016

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Residential Tenancy Branch