



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to address the Tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue to be Decided

Should the 1 Month Notice to End Tenancy for Cause be upheld or cancelled?  
Is the Landlord entitled to an order of possession?

### Background and Evidence

The Landlords and Tenant agree that the tenancy commenced on April 15, 2014, as a one year fixed term tenancy that continued on as a month to month tenancy. The Landlords and Tenant also agree that rent in the amount of \$771.00 is due on the first day of each month. The Tenant paid the Landlords a security deposit of \$375.00 and a pet deposit of \$375.00.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Tenant will only have two cats in the rental unit.
2. The parties agree that the Tenant has 30 days from the date of this decision to find a home for her other cats.
3. The parties agree that if the Tenant fails to abide by this agreement, the tenancy will end.
4. The Landlord is entitled to an order of possession effective two days after service on the Tenant. However, the Landlords consented that the Landlords would not enforce the order of possession until after the expiry of 30 days from the date of

this decision, and only if the Tenant has not complied with the terms of this agreement.

5. The Landlords agree to cancel the 1 Month Notice To End Tenancy For Cause dated June 17, 2016.
6. The Tenant agrees to withdraw her Application to cancel the Notice.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted a conditional order of possession effective two (2) days after service on 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: July 29, 2016

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Residential Tenancy Branch