



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: CNC MNDC FF
For the landlord: OPB

Introduction

This hearing was convened as a result of the cross applications of the parties under the *Residential Tenancy Act* (the “Act”).

The landlord applied for an order of possession based on the tenant breaching an agreement with the landlord. The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated June 27, 2016 (the “1 Month Notice”), for a monetary order in the amount of \$1,158.30 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant, an agent for the landlord (the “agent”), and a son and daughter of the named landlord Estate attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on her Application for Dispute Resolution, the most urgent of which is the application to set aside the 1 Month Notice to End Tenancy for Cause. I find that not all the claims on the tenant’s Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant’s request to set aside the 1 Month Notice to End Tenancy for Cause, the tenant’s application to recover the filing fee and the landlord’s

request of an order of possession at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply

In addition, during the hearing, the parties agreed to amend the tenant's application to reflect the correct name of the landlord which is the Estate of G & E W.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to their respective applications, on the following conditions:

1. The parties agree that the tenancy will end on **September 30, 2016 at 1:00 p.m.**
2. The landlord is granted an order of possession effective **September 30, 2016 at 1:00 p.m.** The landlord must serve the tenant with the order of possession.
3. The parties agree that for the remainder of the tenancy all communication with the tenant will be through the agent for the landlord, R.M.
4. The parties agree to mutually withdraw the 1 Month Notice dated June 27, 2016.
5. The parties mutually agree to withdraw their respective claims in full as part of this mutually settled agreement.
6. Any damages to the rental unit, the tenant has until September 30, 2016 at 1:00 p.m. to repair.
7. The parties agree to meet at the rental unit at 1:00 p.m. on September 30, 2016 for the purpose of participating in and completing an outgoing condition inspection report.
8. The parties agree that any smoking on the back deck be placed into a can or appropriate container to avoid risk of fire.
9. The parties agree that the tenant will supply the agent for the landlord a copy of her tenant's insurance no later than August 29, 2016 by 4:00 p.m.
10. Regarding dogs on the property; the parties agree that the tenant's dog will not be permitted to be leashed to any supporting beams, etc. Trees are okay. The tenant will do everything possible to minimize any damage to the rental unit by her dog. The tenant will ensure that any other dogs at the rental unit or property are supervised and are there for as short of period as possible. Dog feces are to be picked up by the tenant daily and disposed of properly.

11. The tenant's storage containers will be kept inside as much as possible.

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

Conclusion

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

The landlord has been granted an order of possession which must be served on the tenant. The order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: August 24, 2016

Residential Tenancy Branch

