



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The Tenant applied to cancel a 1 Month Notice To End Tenancy For Cause dated March 30, 2017.

The Tenant and the Landlord 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.

The Landlord indicated that the Tenant used an incorrect name for the Landlord and confirmed the correct name of the Landlord. I have amended the Application accordingly.

### Settlement Agreement

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

1. The parties agree that the Tenant's extra occupant and his dog will be removed from the rental property by May 31, 2017.
2. The parties agree that the dog cannot return to the rental property.
3. The parties agree that the Tenant's guest can visit no more than 14 days in a 12 month period.
4. The Landlord withdraws the 1 Month Notice To End Tenancy For Cause dated March 30, 2017, as part of this mutually settled agreement.
5. The Tenant withdraws the Application to dispute the 1 Month Notice To End Tenancy For Cause as part of this mutually settled agreement.

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

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: May 17, 2017

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Residential Tenancy Branch