



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenants' application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated April 30, 2017 (the "1 Month Notice") and for recovery of the application filing fee.

Both tenants and one of the named landlords, the owner's mother, attended the hearing. At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws the 1 Month Notice.
2. The tenants withdraw their application to dispute the landlord's 1 Month Notice.
3. The tenants agree that they will not keep any pets either inside of the rental unit or on the rental unit property.
4. The tenants further agree that they will not temporarily care for anyone else's pets.
5. The tenants agree that they will not smoke inside of the rental unit, including in the garage.

6. The tenants further agree that if they smoke outside of the rental unit, they will deposit all ashes and cigarette butts into a sealed container.
7. The landlord agrees to abide by the Act especially with respect to the tenants' right to reasonable privacy and freedom from unreasonable disturbance.
8. The owner of the rental unit will be the tenants' primary contact going forward and the owner's mother (the landlord appearing at this hearing) will provide the tenants with his contact information.
9. The landlord attending at this hearing will reimburse the tenants for the application filing fee in the amount of \$100.00 by sending a cheque by mail post-marked no later than June 15, 2017.

### **Conclusion**

This matter has been settled. The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: June 08, 2017

---

Residential Tenancy Branch