



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SRLAN HOLDINGS LTD.
MARITA QUIRAP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that he received the landlord's 1 Month Notice posted on his door on October 14, 2017, I find that he was duly served with this Notice in accordance with section 88 of the *Act*.

As the landlord who attended this hearing (the landlord) confirmed that his caretaker was handed a copy of the tenant's dispute resolution hearing package well in advance of this hearing, likely in late October 2017, I find that the landlords were duly served with this package in accordance with section 89 of the *Act*. Both parties confirmed having received written evidence from one another.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This tenancy began on December 1, 2012. The current monthly rent is \$905.00, payable in advance on the first of each month.

The landlord issued the 1 Month Notice as he maintained that the tenant had breached a term of his tenancy agreement, which prevented him from keeping a pet in his rental unit. The landlord alleged that the tenant had a cat in the rental unit as of October 1, 2017, when an inspection of the rental unit was completed. The tenant gave undisputed sworn testimony supported by his written evidence that he found another home for the cat on the evening of October 1, 2017, and has not had a cat on the premises since then.

Analysis

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The tenant confirmed that he is not presently keeping a pet in his rental unit and committed to abide by the terms of his residential tenancy agreement, which prevents him from keeping a pet in his rental unit.
2. The landlord withdrew his 1 Month Notice and agreed that this tenancy is to continue until ended in accordance with the *Act*.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and all issues currently in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give effect to the settlement reached between the parties, I set aside the landlord's 1 Month Notice, which is no longer of any force or effect. This tenancy continues until ended in accordance with the *Act*.

To perfect the settlement reached between the parties, I also order the tenant to abide by the terms of his tenancy agreement, which prevents him from keeping a pet in his rental unit.

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: January 09, 2018

Residential Tenancy Branch