



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The hearing was convened by telephone conference call and was attended by the Tenant and three agents for the Landlord (the “Agents”). All parties provided affirmed testimony.

Preliminary Matters

At the outset of the hearing the Agents testified that D.B. who is listed as the Respondent and Landlord, is actually an Agent for the Landlord who is a housing society. The Application was therefore amended to name the correct Landlord for the property pursuant to the Act and the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”).

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. By 4:00 P.M. on February 5, 2018, the Tenant agrees to provide to the Landlord, photographs of her two cats and proof from a veterinarian that these cats are spayed/neutered and at least 10 years old.
2. The Tenant agrees to have her guinea pig removed from the premises by February 1, 2018, at 4:00 P.M.
3. By 4:00 P.M. on February 1, 2018, the Tenant agrees to provide a letter to the Landlord attesting to the fact that the guinea pig has been removed from the premises.
4. The Tenant agrees to allow the Landlord or the agents for the Landlord access to her rental unit for the purpose of verifying that the guinea pig has been removed, that the

two cats residing in the unit are the cats shown in the photographs, and that no other pets of any kind are present in the rental unit.

5. The inspection will be completed between February 5, 2018 – February 9, 2017, and the Landlord will give proper notice of the inspection in accordance with the *Act*.
6. The Parties agree that as long as the Tenant complies with the above noted requirements, the tenancy will continue until it is ended in accordance with the *Act*.
7. The Tenant agrees that if they do not comply with all of the above noted requirements, the tenancy will end at 1:00 P.M. on February 28, 2018, and the Tenant agrees to move out of the rental by this date and time.
8. The Tenant withdraws their Application in full as part of this mutually agreed settlement.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Order of Possession, effective at **1:00 pm on February 28, 2018**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions set out in the mutual settlement agreement. The Landlord is provided with **this Order** in the above terms and if the Tenant fails to comply with the conditions of the mutual settlement agreement, the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 29, 2018

Residential Tenancy Branch