



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause issued on December 31, 2017 as well as for an Order that the Landlord comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the residential tenancy agreement.

The hearing was scheduled for teleconference at 1:30 p.m. on February 15, 2018. The line was monitored for 15 minutes and the only person who called into the hearing during that time was the Respondent Landlord.

Rule 7 of the *Residential Tenancy Branch Rules of Procedure* provides in part as follow:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

At 1:42 p.m. I informed the Landlord that I was dismissing the Tenant's claim without leave to reapply as he failed to call into the hearing as required.

At 1:45 p.m. the Tenant called into the hearing. He stated that he assumed the Residential Tenancy Branch would call him.

The Notice of Hearing provided to the Tenant contained the following information:

Hearing Information

Date: Thursday, February 15, 2018

Time: 1:30PM Pacific Time

This hearing will be conducted by **TELEPHONE CONFERENCE CALL**. Please use one of the following phone numbers and access code below to join the Telephone Conference Call.

Do not call in more than 5 minutes prior to start time.

1. Phone a number below at the time of the conference start:

(604) 899-1159 (Vancouver)

1 (888) 458-1598 (Elsewhere in BC - Toll free)

2. Enter the Access Code: **9631594#**

3. Say your FULL NAME, and press #

Dial *0 to reach an operator for assistance.

The above information clearly informs the Tenant that it is his responsibility to call into the hearing.

The Tenant confirmed that he had a pit bull dog at the rental unit contrary to his tenancy agreement, and that he was agreeable to moving out, but had yet to secure another rental and simply needed more time. The Landlord responded that she was agreeable to providing him more time to find another rental.

The parties then discussed a mutually agreeable end to the tenancy. The Tenant proposed April 15, 2018 which was accepted by the Landlord.

The terms of the parties' agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of this full and final settlement of this matter.

The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than **1:00 p.m. on April 15, 2018.**
2. The Landlord is granted an Order of Possession effective **1:00 p.m. on April 15, 2018.** The Landlord must serve the Order on the Tenant as soon as possible and may, if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The Tenant shall be permitted to reside in the rental unit until April 15, 2018 provided he continues to pay for his use and occupation as follows:
 - a. The Tenant shall pay the sum of \$850.00 for March 1, 2018; and,
 - b. The Tenant shall pay the sum of \$425.00 for April 1-15, 2018
4. The parties shall meet at the rental unit at 11:00 a.m. on April 15, 2018 for the purposes of performing the move out condition inspection report.
5. The Tenant shall ensure his pit bull dog is muzzled while the dog is on the rental property.

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: February 15, 2018

Residential Tenancy Branch