



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MT. SEYMOUR LIONS HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated December 20, 2018 ("1 Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord"), the two tenants, and the tenants' agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the tenant administrator for the landlord company named in this application and that she had permission to speak on its behalf at this hearing. The tenants confirmed that their agent had permission to speak on their behalf at this hearing. This hearing lasted approximately 16 minutes.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and both tenants were duly served with the landlord's written evidence package.

### Settlement Terms

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 and an order.

During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will continue under the terms of the original written tenancy agreement, until it is ended in accordance with the *Act*;
2. The landlord agreed that her 1 Month Notice, dated December 20, 2018, was cancelled and of no force or effect;
3. The tenants agreed that their cat is no longer in their rental unit and will not return to their rental unit;
4. The tenants agreed to abide by the landlord's pet agreement and policy and will only keep a maximum of one pet in their rental unit at all times, for the remainder of this tenancy;
5. The tenants agreed to bear the cost of the \$100.00 filing fee for this application;
6. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

### Conclusion

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

The landlord's 1 Month Notice, dated December 20, 2018, is cancelled and of no force or effect. This tenancy continues under the terms of the original written tenancy agreement, until it is ended in accordance with the *Act*.

I order that the tenants abide by the landlord's pet agreement and policy and only keep a maximum of one pet in their rental unit at all times, for the remainder of this tenancy.

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 07, 2019

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Residential Tenancy Branch