



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALL STAR DEVELOPMENT  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**    CNC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to cancel a notice to end tenancy for cause. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Has the landlord validly issued the notice to end tenancy?

### **Background and Evidence**

The parties agreed that the tenant had a pet that was not permitted under the terms of the tenancy agreement. On June 09, 2019, the landlord gave the tenant a written warning and time to correct the breach. When the tenant did not comply, on July 24, 2019, the landlord served the tenant with a one month notice to end tenancy for cause.

During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The tenant agreed to move out by 1:00 pm on November 30, 2019.
2. The landlord agreed to extend the tenancy up to 1:00 pm on November 30, 2019. An order of possession will be issued in favour of the landlord, effective this date.
3. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.

Pursuant to the above agreement, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on November 30, 2019. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

I grant the landlord an order of possession effective by **1:00pm on November 30, 2019**.

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: October 01, 2019

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Residential Tenancy Branch