Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST FOUNDATION SOCIETY
(1974) and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for cancellation of a 1 Month Notice to End Tenancy for End of Employment.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant was represented by their agents who confirmed they had full authorization to speak and enter into agreements on the tenant's behalf. The corporate landlord was represented by its agents.

As both parties were present service of documents was confirmed. The parties each confirmed receipt of the materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

While the tenant has applied to cancel a 1 Month Notice to End Tenancy for End of Employment, the landlord has issued a 1 Month Notice to End Tenancy for Cause. As this is obviously an error, and both parties understand the subject of this application is the landlord's 1 Month Notice, and there is no prejudice to either party or breach of procedural justice, I amend the tenant's application in accordance with Residential Tenancy Rule of Procedure 4.2 and section 64(3)(c) of the Act.

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 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. The parties agree that the tenant will ensure that their dog, Justice, is always kept muzzled while on the rental property or any property owned or managed by the landlord from October 11, 2019 to the end of this tenancy.
2. The parties agree this tenancy will continue and end on 12:00 pm November 30, 2019, by which time the tenant and any other occupants will have vacated the rental unit, if the tenant abides by condition 1 above.
3. The parties agree that should the tenant be found to have allowed their dog to be unmuzzled while on the landlord's property in contravention of condition 1 above, this tenancy will end on 12:00pm October 31, 2019.
4. Both parties agree that this tenancy ends by way of this mutual agreement and the 1 Month Notice of July 26, 2019 is cancelled and of no further force or effect.
5. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on November 30, 2019 or the tenant fails to comply with the settlement terms set out above. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 08, 2019

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Residential Tenancy Branch