



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORT 4 HOMES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, RP, FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenants applied to cancel a 1 Month Notice to End Tenancy for Cause dated September 12, 2019 (1 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for regular repairs to the unit, site or property, and to recover the cost of the filing fee.

Tenant ML (tenant) who indicated they are representing both tenants and the co-owners of the landlord company, JW and MM (co-owners) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were offered the opportunity to ask questions during the hearing.

Based on the parties confirming that they received the evidence from the other party, I find the parties were sufficiently served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on their application, the most urgent of which is the to cancel the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to cancel the 1 Month Notice and the application to recover the cost of the filing fee at this proceeding. The balance of the tenants' application is dismissed, with leave to re-apply.

At the outset of the hearing, the parties agreed to replace the name of landlord agent JR (agent), with the name of the corporate landlord company. Pursuant to section 64(3)(c) of the Act the tenants' application was amended to reflect the correct name of the corporate landlord.

In addition to the above, the parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that the order of possession would be sent by email to the landlord only for service on the tenants, if necessary.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenant will remove their dog, a rottweiler, from the rental unit and property no later than **December 22, 2019 at 1:00 p.m. Pacific Time.**
2. The landlord is granted a **conditional** order of possession effective **December 31, 2019** at 1:00 p.m., which the landlord agrees not to serve or enforce on the tenants if the tenants comply with #1 above.
3. The parties agree that the tenants understand that #1 above prevents the visitation of a dog to the rental property or park by any dog not permitted in writing by the landlord.
4. The tenants agree to withdraw their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable under the *Act*.

I ORDER the parties to comply with the mutually settled agreement described above pursuant to sections 63 and 62(3) of the *Act*.

Conclusion

The parties have been ordered to comply with the terms of their mutually settled agreement described above as per sections 63 and 62(3) of the Act.

Should the tenants failed to comply with #1 above, the landlord may serve and enforce the condition order of possession on the tenants. Should the landlord require enforcement of the order of possession it must be served on the tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The decision will be emailed to both parties.

The order of possession will be emailed to the landlord for service on the tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 22, 2019

Residential Tenancy Branch