



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CMHA KOOTENAYS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL; MT, CNC

Introduction

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

- an order of possession for cause, pursuant to section 56; and
- authorization to recover the filing fee for its application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause, dated September 4, 2019 ("1 Month Notice"), pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice, pursuant to section 47.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 21 minutes.

The landlord confirmed that she was the property manager of the landlord company named in this application and that she had permission to speak on its behalf as an agent. The landlord intended to call a witness, who was excluded from the outset of the hearing. The landlord's witness was not recalled, as she was not required, since both parties settled this matter.

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

The landlord confirmed that she did not receive the tenant's application for dispute resolution hearing package. The tenant said that she did not serve it to the landlord because she did not know she had to. The landlord agreed to deal with the tenant's application at this hearing, despite not receiving a copy of it, as both parties wanted to settle it.

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 orders. 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 tenancy agreement until it is ended in the accordance with the *Act*;
2. The tenant agreed that she will not have any dogs or cats at her rental unit for the remainder of this tenancy, with the exception of designated service animals;
3. The tenant agreed to pay full rent to the landlord by the first day of each month for the remainder of this tenancy;
4. The tenant agreed to communicate with the landlord and the Ministry regarding her rent, if it will be late or if there is a problem with it, for the remainder of this tenancy;
5. The landlord agreed that the landlord's 1 Month Notice, dated September 4, 2019, was cancelled and of no force or effect;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for the landlord's application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications 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. The above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

This tenancy continues under the terms of the original tenancy agreement until it is ended in the accordance with the *Act*.

I order that the tenant is not permitted to have any dogs or cats at her rental unit for the remainder of this tenancy, with the exception of designated service animals.

I order that the tenant is required to pay full rent to the landlord by the first day of each month for the remainder of this tenancy.

The landlord must bear its own cost for the \$100.00 filing fee paid for its application.

The landlord's 1 Month Notice, dated September 4, 2019, is cancelled and of no force or effect.

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: November 28, 2019

Residential Tenancy Branch