



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IAG ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OT, FFT

Introduction

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

- an order for other unspecified relief; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent ("landlord"), the landlord's lawyer, the landlord's articling student, the two tenants, and the tenants' advocate 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 16 minutes.

The landlord confirmed that he was the director for the landlord company named in this application and that he had permission to speak on its behalf. The landlord stated that the landlord's lawyer had permission to speak on behalf of the landlord company. The landlord's articling student did not provide submissions at this hearing. The tenants confirmed that their advocate had permission to speak on their behalf.

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

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. The landlord agreed that the tenants are permitted to have their one existing dog as a pet at the rental unit, provided that the pet is in compliance with all provincial and municipal laws and the pet does not unreasonably disturb the tenants' neighbours at the rental property;
2. The tenants agreed that they will obtain written permission from the landlord first, if they want to get any additional pets at the rental unit, for the remainder of this tenancy;
3. The landlord agreed to reimburse the tenants the cost of the \$100.00 filing fee paid for this application;
4. The tenants agreed to pay the landlord \$300.00 by August 20, 2020, which the landlord agreed to accept towards a pet damage deposit of \$400.00, reduced to account for the \$100.00 filing fee reimbursement above;
5. 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 affirmed that they 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

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$300.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to abide by condition #4 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I order both parties to comply with all of the above settlement terms.

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: August 06, 2020

Residential Tenancy Branch