



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on July 16, 2020, wherein the Landlord sought an early end to tenancy pursuant to section 56 of the *Residential Tenancy Act*.

The hearing of the Landlord's Application was scheduled for 9:30 a.m. on August 20, 2020. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Preliminary Matter

The Landlord included the Tenant's 15 year old son as a Tenant on the Application. She also misspelled one of the Tenant's given names. Pursuant to section 64(3)(c) of the *Act* I amend the Landlord's Application for Dispute Resolution to remove the Tenant's son and to correctly spell, the Tenant S.M.H.'s name.

Settlement and Conclusion

During the hearing the parties resolved matters arising in the Landlord's Application as well as other issues relating to the tenancy by mutual agreement. The terms of their agreement are recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis.

The terms of their settlement follow.

Settlement and Conclusion

1. The dogs currently on the residential property, including but no limited to the Tenants' daughter's pit bull, and owned by the Tenants' family members, (hereinafter referred to as the "Dogs") shall be leashed at all times while on the residential property.
2. The Dogs shall be removed from the residential property by no later than September 7, 2020.
3. As of September 7, 2020, the Tenants' guests and family members shall vacate the residential property.
4. There shall be no smoking inside the rental unit.
5. The parties agree that the Tenants may end their tenancy prior to the expiration of the fixed term tenancy on December 31, 2020, provided that they give thirty days notice of their intention to vacate the rental unit.
6. The Landlord shall only enter the rental unit in accordance with section 29 of the *Act*.
7. The Tenants agree that they are responsible for the yard maintenance for the yard surrounding the rental home as well as for removing the blackberries from the field with the chicken coop.
8. Unless in the case of an emergency, the parties shall restrict their communication to email.
9. The Tenants shall not make any repairs or alterations to the rental unit without the Landlord's express written consent.

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 20, 2020

Residential Tenancy Branch