



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, CNC, RP, OLC, LRE, FFT

Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant was assisted by an agent ("GR").

Settlement

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, engaged in a conversation, 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:

1. The parties agree to enter into a written tenancy agreement in the standard RTB form (Form #RTB-1) incorporating the following terms:

- a. The tenant agrees to pay monthly rent of \$2,100 including utilities, parking, and laundry starting January 1, 2021.
- b. The tenant shall have exclusive use of the driveway in front of the garage (on the right side of the house, as you face it from the street), on which she may park, or allow to be parked, however many vehicles that can fit.
- c. The tenant may keep two dogs in the rental unit.
- d. The tenant agrees to pay the landlord a pet damage deposit of \$1,050 on or before January 31, 2021.
- e. The tenant agrees to promptly clean up all feces on the residential property left by her dogs.
- f. The tenant agrees to keep her dogs on a lease at all time when then are outside the rental unit on the residential property.
- g. The tenant agrees to comply with all city bylaws and regulations regarding garbage, food waste, and recycling disposal.
2. The tenant agrees to bear the cost of repairing the toilet.
3. The landlord agrees to cancel the Notice.
4. The tenant agrees to withdraw her application.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, I order that the Notice is cancelled and of no force or effect, and I dismiss the tenant's application, without leave to reapply.

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 3, 2020

Residential Tenancy Branch