



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

The hearing was convened as a result of the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy for Cause dated June 15, 2021 ("1 Month Notice") pursuant to section 47 of the Act; and
- authorization to recover the filing fee for this application pursuant to section 72 of the Act.

The Tenant and the landlord's agent (hereinafter "Agent") attended the participatory hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and her evidence on the Landlord ("NOH" Package") by registered mail on July 16, 2021. The Agent acknowledged the Landlord had received the Dispute Package. I find the Dispute Package was served on the Landlord in accordance with section 88 and 89 of the Act.

The Tenant stated she served additional evidence on the Landlord in person on October 8, 2021. The Agent acknowledged the Landlord had received the additional evidence. The Agent stated the Landlord had served evidence on the Tenant by registered mail on August 21, 2021. The Tenant acknowledged she received the Landlord's evidence.

Issue(s) to be Decided

- Is the Tenant entitled to cancellation of the 1 Month Notice?
- Is the Tenant entitled to recover the filing fee for this application?
- If the Tenant fails in their application, is the Landlord entitled to an Order of Possession?

Settlement Agreement

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the Act which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary and, if they choose not to discuss settlement, I will make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would document the details of their agreement in my written decision and make any necessary Orders to give effect to their agreement. I also explained that the written Decision would be a final and legally binding agreement between them.

The parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord agrees to cancellation of the 1 Month Notice;
2. The Landlord and Tenant agree to amend the tenancy agreement dated October 20, 2017 ("Tenancy Agreement") to add a term that no pets are permitted on the residential property except in accordance with paragraph 2 of this settlement agreement;
3. If the Tenant wishes to keep a pet on the residential premises, then the Tenant must:
 - (a) obtain the prior written consent of the Landlord; and
 - (b) pay any pet damage deposit as may be required by the Landlord in an amount of not more than the maximum permitted under section 19.2 of the Act;
4. If the Landlord gives consent for the Tenant to keep one or more pets on the residential property, then Tenant must comply with the provisions of paragraph 6 of the Tenancy Agreement;
5. The Tenant withdraws her claim for reimbursement of the \$100 filing fee for this application;
6. The tenancy will continue until ended in accordance with the Act; and
7. The parties agree that fulfilment of these conditions will amount to full and complete settlement of the claims made by the Tenant in this application for dispute resolution.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes.

I hereby order that the 1 Month Notice to End Tenancy for Cause dated June 15, 2021 to be cancelled and of no force or effect.

The Tenant's claim for reimbursement of the \$100 filing fee for this application is dismissed 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: October 24, 2021

Residential Tenancy Branch