



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on August 8, 2022, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause issued on July 29, 2022 (the "Notice") as well as to recover the filing fee.

The hearing of the Tenant's Application was scheduled for 9:30 a.m. Both parties called into the hearing; the Tenant called in on her own behalf and the Landlord's representative, R.C. also called in. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary Matter—Landlord's Name

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. *Rule 4.2* of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) (RTA) 57(3)(c) (MHPTA) which allows an Arbitrator to amend an Application for Dispute Resolution.

On the Application the Tenant named the Landlord's representative, R.C. as Landlord. A review of the tenancy agreement confirms the Landlord is a corporate entity. I therefore Amend the Tenant's Application to correctly name the Landlord.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is 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 and that the parties understood the nature of this full and final settlement of the matters raised in the Tenant's Application.

The terms of their settlement follow.

1. The Notice is cancelled and the tenancy shall continue until ended in accordance with the *Act*.
2. The Landlord shall accept the Tenant's e-transfer of \$775.00 as a pet damage deposit for her two pets (a cat and a dog).
3. The Tenant shall not have more than her two pets/animals in the rental property for any period exceeding 48 hours.
4. The Tenant shall reduce her next month's rent by \$100.00 as recovery of the filing fee.

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: January 06, 2023

Residential Tenancy Branch