



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRINCESS DAPHNE APTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated July 27, 2020 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord") and the two tenants, "female tenant" and male tenant ("tenant") 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 21 minutes.

The landlord confirmed that she was the property manager for the landlord company owner named in this application and that she had permission to speak on its behalf. The female tenant confirmed that the tenant had permission to speak on her behalf (collectively "tenants").

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenant 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.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to replace the name of the individual landlord with the name of the landlord company. Both parties confirmed that the landlord owner of the rental unit was the landlord company, as noted in the 1 Month Notice. Both parties consented to this amendment during the hearing.

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 their dispute:

1. The tenants agreed to get rid of their one cat and three kittens at the rental unit by October 8, 2020;
2. The tenants agreed to pay a pet damage deposit of \$435.00 to the landlord by November 1, 2020;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenants abide by conditions 1 AND 2 above. In that event, the landlord's 1 Month Notice, dated July 27, 2020, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a fifteen (15) day Order of Possession, which expires on September 17, 2021, if the tenants do not abide by conditions 1 OR 2 above;
5. The landlord agreed that the tenants are permitted to have one fixed cat at the rental unit for the remainder of this tenancy;
6. The tenants agreed to provide a receipt from a veterinarian to show that their one cat remaining at the rental unit is fixed, to the landlord by October 8, 2020;
7. Both parties agreed to meet at 11:00 a.m. on November 1, 2020 at the landlord's office, in order to update the parties' written tenancy agreement to indicate the tenants' payment of a pet damage deposit of \$435.00 and that the tenants are permitted to have one fixed cat at the rental unit for the remainder of this tenancy;
8. 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 this dispute. Both parties affirmed at the hearing 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, binding and enforceable, which settles their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fifteen (15) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by conditions 1 OR 2 of the above settlement. This **ORDER OF POSSESSION EXPIRES on September 17, 2021** and it cannot be served upon the tenant(s) after **September 17, 2021**. The tenant(s) must be served with this Order in the event that the tenant(s) do not abide by conditions 1 OR 2 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant(s) abides by conditions 1 AND 2 of the above settlement, I find that the landlord's 1 Month Notice, dated July 27, 2020, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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 \$435.00. 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 pay the landlord \$435.00 as per condition 2 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: September 17, 2020

Residential Tenancy Branch