

DECISION AND REASONS

Dispute Codes:

CNC, MNR and FF

Introduction

This hearing was held in response to the Tenant's application for dispute resolution to cancel a notice to end tenancy for cause, for the cost of emergency repairs and filing fee costs, pursuant to sections 47(4), 33 and 72(1) of the Residential Tenancy Act. Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions during the hearing.

Preliminary Matter:

The Landlord evidence package included a request to amend the application to include the Landlord's correct legal name. I have accepted this amendment to the application.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause issued on April 21, 2009 be cancelled?

Is the Tenant entitled to costs for carpet cleaning?

Is the Tenant entitled to filing fee costs for this application?

Background and Evidence

This tenancy commenced in 2002 and in 2006 the current landlord took possession of the rental units. Rent is \$312.00 per month, due on the first day of each month.

The Landlord and the Tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the Tenant indicating that the Tenant was required to vacate the rental unit on May 31, 2009. The reasons stated for the Notice to End Tenancy were that the Tenant has repeatedly been late paying rent and caused extraordinary damage to the unit/site or property.

The Landlord provided evidence that the tenant has paid rent late on a number of occasions. The Landlord was also prepared to present evidence alleging the tenant has caused damage to the rental unit. During the hearing the landlord requested an Order of possession, effective two days after service.

During the hearing the parties came to agreement that the tenant would vacate the rental unit by June 30, 2009; therefore, I have issued an Order of possession effective on that date at 1:00 p.m.

The Tenant has claimed compensation for carpet cleaning costs of \$84.20. During the hearing the Landlord and Tenant agreed that at the time of move out the Tenant would

not be required to pay for carpet cleaning costs, in recognition of the expenditure made previously by the Tenant.

Conclusion

As the parties have settled this matter by coming to agreement that the tenancy will end, I have issued an Order of possession to the Landlord effective June 30, 2009 at 1:00 p.m. The parties have agreed that the Tenant's claim for carpet cleaning costs of \$84.20 will be taken into account at the end of the tenancy when the Tenant will not be required to pay for any carpet cleaning of her suite.

As the tenant's application has been settled in support of ending the tenancy I find that the tenant's application for filing fees does not have merit and that the tenant is not entitled to filing fee costs.

Dated June 09, 2009.

Dispute Resolution Officer