



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** CNC, RP, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside the notice to end tenancy for cause and for an order to direct the landlord to make repairs to the unit. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue? Has the landlord made the required repairs to the rental unit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on November 16, 2008. The monthly rent is \$900.00 due in advance on the first day of the month.

On October 13, 2009, the landlord served the tenant with a notice to end tenancy for cause. The reasons for the notice are that the tenant is repeatedly late on rent, has seriously jeopardised the health and safety of the landlord and has put the landlord's property at significant risk. The landlord stated that the tenant has allowed garbage to accumulate on the property and is also storing a large quantity of discarded roof shingles on the property. The landlord filed photographs of the yard which depicts huge amounts of garbage strewn all over the yard by wild animals and a mound of shingles.

The reasons for the notice were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The tenant agreed to move out on or before January 31, 2010.
- The landlord agreed to allow the tenancy to continue up to January 31, 2010.
- The tenant agreed that upon moving out, he will have the property cleaned up and left in the condition that he rented it in.
- The tenant may move out prior to January 31, 2010 by giving the landlord notice to end the tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

The landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy.

Accordingly, I so order. The tenant must be served with the order of possession.

Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

**Conclusion**

I grant the landlord an order of possession effective on or before **1:00 pm on January 31, 2010**. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

Dated: December 02, 2009.

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Dispute Resolution Officer