

Decision

Dispute Codes: MNDC, SS, FF

Introduction

This hearing dealt with two applications: i) by the landlord for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, recovery of the filing fee, and authority to serve documents or evidence in a different way than required by the Act; ii) by tenant “LWL” for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, and recovery of the filing fee. The landlord and tenant “LWL” participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, tenant “SBC” did not appear.

Issues to be decided

- Whether either party is entitled to any of the above under Act, regulation or tenancy agreement

Background and Evidence

A previous hearing was held on December 9, 2009 in a dispute between the parties. In summary, an application from the tenant(s) to set aside the landlord’s notice to end tenancy succeeded, and the tenant(s) also succeeded in the application to recover the filing fee.

Pursuant to a written tenancy agreement, the month-to-month tenancy began on December 19, 2008. Rent in the amount of \$750.00 is payable in advance on the first day of each month. A security deposit of \$375.00 was collected at the outset of tenancy.

On or about February 18, 2010, a notice was affixed to the unit by local government officials. Related to the notice, the landlord received a letter from the local government's manager of regulatory enforcement. In part, the letter reads as follows:

....a building inspection was carried out at [the subject unit].

During the inspection of the residential property it was discovered that alterations were made to the residence for the purposes of a controlled substance operation.

As a result of the use of the property as a controlled substance property, hazardous conditions now exist and the residence is not permitted to be occupied until all requirements of the above-noted bylaw have been complied with. This includes obtaining a building permit to carry out the work necessary to bring the property into compliance with City's bylaws and all provincial statutes and regulations.

As per the notice that has been placed on your property, ***please note that the residential premises are not to be occupied until a re-occupancy permit has been obtained.***

Subsequently, the unit has been repeatedly visited by various local government officials and police. Tenant "LWL" stated in his evidence that tenants "SBC" and her "boyfriend," "BC" (whose name also appears on the tenancy agreement) decided to "leave and find other accommodation." Tenant "LWL" states that he presently resides in his "camper trailer" on the property.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant and all other occupants will vacate the unit / property by no later than 1:00 p.m., June 30, 2010, and that an order of possession will be issued in favour of the landlord to that effect;
- that the landlord withdraws his application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, in addition to the other two aspects of his application, as above;
- that the landlord waives any claim for compensation from the tenant and all other occupants for rent which has not been paid for any of the 5 months of February, March, April, May and June 2010;
- that the tenant withdraws his application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, in addition to his application to recover the filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy which are presently before me, for both parties.

Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., June 30, 2010**. This order must be served on the tenant / all other occupants. Should the tenant / all other occupants fail to comply with the order, it may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I hereby order the parties to comply with the terms of the agreement reached between them during the hearing, as set out above.

DATE: June 4, 2010

Dispute Resolution Officer