



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: CNC,

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. 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?

Background and Evidence

The tenancy started on February 13, 2010. The monthly rent is \$750.00 due in advance on the first day of the month.

On October 06, 2010, the landlord served the tenant with a notice to end tenancy for cause. The reasons for the notice are that the tenant has caused extraordinary damage to the unit and has not carried out the required repairs despite the landlord's request. 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. The landlord agreed to allow the tenancy to continue if the tenant carried out the repairs as follows:

- The tenant agreed to have the tub surround installed by a professional trades man and have it completed by November 30, 2010.
- The tenant agreed to allow the landlord to inspect the tub on November 30, 2010 and during that inspection, provide the landlord with a receipt that indicates who did the repair work.
- If the work is not done by November 30 and as per the above terms, the tenant will move out by December 10, 2010. An order of possession will be issued to the landlord for this date.

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

Conclusion

I grant the landlord an order of possession effective on or before **1:00 pm on December 10, 2010**. The landlord will serve this order on the tenant only in the event that the tenant does not carry out the required repairs as per the terms of the above agreement between both parties.

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: November 15, 2010.

Dispute Resolution Officer