



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** CNR, ERP, PSF

### **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 unpaid rent, and for an order for the landlord to carry out emergency repairs and provide services.

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? Is the landlord negligent with regard to repairs and providing services?

### **Background and Evidence**

The tenancy started on August 01, 2010. The monthly rent is \$1,025.00 due in advance on the first day of the month. The tenant owed partial rent for January and failed to pay rent on February 01. On February 03, the landlord served the tenant with a notice to end tenancy for unpaid rent.

During the hearing 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 landlord agreed to withdraw the notice to end tenancy and the tenancy will continue with the implementation of a payment plan to catch up on rent.
- The tenant agreed that he would follow the agreed upon schedule of payments which is as follows:
  - February 18, 2011 - \$1,025.00
  - March 01, 2011 - \$1,025.00
  - March 15, 2011 - \$300.00
  - April 01, 2011 - \$1,025.00
  - April 15, 2011 - \$1,025.00
- The landlord also agreed to have two garbage trucks and one van moved off the property by February 19, 2011.

Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

On the basis of the settlement agreement reached by the parties, the notice to end tenancy is set aside and the tenancy will continue.

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: February 17, 2011.

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Residential Tenancy Branch