



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, ERP, RP

### Introduction

This conference call hearing was convened in response to the tenant's application for cancellation of a 1 Month Notice to End Tenancy for Cause; to order the landlord to make emergency repairs for health or safety reasons; to make repairs to the rental unit; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Should the notice to end tenancy be set aside, and should the tenancy continue?

Should the landlord be issued orders concerning repairs as requested?

### Background and Evidence

The rental unit consists of a townhouse in a multi-dwelling complex. Pursuant to a written agreement, the month to month tenancy started on April 1<sup>st</sup>, 2007. The rent is \$728.00 per month.

The salient portion of the landlord's evidence is summarized under the reasons for issuing a 1 Month to End Tenancy for Cause, which states that the tenant:

- Is repeatedly late paying rent.
- Has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- Has put the landlord's property at significant risk.
- Has caused extraordinary damage to the unit.
- Has not done required repairs of damage to the unit.
- Has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant testified that the landlord's receipts for partial rent payments are proof that the landlord did not object to late rent. The tenant disagreed concerning the issues listed on the notice; she stated that some of the problems were resolved, that some were the landlord's responsibility, and that she was not given reasonable time to resolve others.

What is evident is the degree of frustration between the parties, which made communication during the tenancy nearly impossible, and the unlikelihood that a more courteous relationship could be re-established. At the end of their testimony, the parties were provided an opportunity to resolve this dispute and to achieve a resolution.

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenancy will end May 30<sup>th</sup>, 2012.
- The landlord is granted an Order of Possession no later than June 1<sup>st</sup>, 2012.
- The landlord will investigate and complete repairs concerning mould in the bathroom as required.

Conclusion

I grant the landlord an Order of Possession effective no later than 1:00 PM, June 1<sup>st</sup>, 2012. If necessary This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: April 25, 2012.

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Residential Tenancy Branch