



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, RR

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy, to make repairs to the unit site or property, and to allow the Tenant to reduce the rent for the cost of the repairs.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Landlord said they have rescinded both Notices to End Tenancy; the 10 Day Notice for unpaid rent and the 2 Month Notice for Landlord's Use of the Property. The Landlord said they are willing to continue the tenancy as indicated in the tenancy agreement. Consequently the Tenant's application to cancel the Notice to End Tenancy is no longer required as the tenancy is continuing.
2. The Tenant and the Landlord agreed that the Tenant will clear the back deck of all boxes and debris within 14 days so that the Landlord can repair the deck. The Landlord agreed to have the deck repairs completed within 14 days after the deck is cleared for them to work on it. The Tenant said he would telephone the Landlord when the deck is clear of all boxes and debris.
3. The Tenant and the Landlord agreed that the Landlord will inspect the lawn for weed growth and if the yard condition is acceptable the Landlord will provide a lawnmower to the Tenant for yard maintenance. The Landlord and Tenant agreed the inspection will be on August 15, 2012 after work.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to continue the tenancy as per the tenancy agreement.

The Parties agreed to repair the back deck on the rental unit and provide a lawnmower as per the above agreement.

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*.

Residential Tenancy Branch