



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, MT, RR

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent and for additional time to do so. The tenant also applied for a rent reduction. Both parties attended the hearing and had opportunity to be heard.

The tenant applied to dispute the notice to end tenancy within the legislated time limit and therefore his application for more time to do so is not necessary.

Issue to be Decided

Is the tenant entitled to a rent reduction? Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in June 2008. The rental unit consists of a trailer. The tenant stated that the trailer was in bad condition right from the start of the tenancy and that the landlord promised to have it repaired. The tenant filed photographs of the unit. About two years into the tenancy, the landlord gave the tenant a break in rent and reduced it from \$600.00 to \$450.00. The tenant stated that the landlord did not carry out repairs and therefore he stopped paying rent from May 2012. At the time of the hearing the tenant owed the landlord \$2,700.00. As of November 01, 2012, the tenant will owe an additional \$450.00. The tenant agreed that he had not paid rent but stated that due to the condition of the unit, he did not owe the landlord any money. The tenant indicated that he intended to move out at the end of November.

The landlord requested a monetary order for rent. I informed the landlord that he was at liberty to make his own application. The landlord also requested for an order of possession.

The reasons for the notice were discussed at length. 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. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on November 30, 2012.
2. The landlord agreed to allow the tenancy to continue until November 30, 2012.
3. The landlord will be issued an order of possession effective November 30, 2012.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before 1:00pm on November 30, 2012. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Since the tenancy is ending, the tenant's application to reduce rent is dismissed.

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: October 31, 2012.

Residential Tenancy Branch