



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPC, CNC, MND, FF*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for damages and the filing fee. The tenant applied for an order to cancel 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**

Is the landlord entitled to an order of possession and a monetary order for damages?

### **Background and Evidence**

This month to month tenancy started on October 01, 2012. The monthly rent is \$725.00 and prior to moving in the tenant paid a security deposit of \$352.50.

Both parties agreed that on October 27, 2012 at 2:30 a.m., a guest of the tenant caused considerable damage to the building that houses the rental unit. He spray painted graffiti on eight stair way walls, sprayed a security camera, discharged two fire extinguishers and set off the fire alarm. On October 30, 2012 the landlord served the tenant with a one month notice to end tenancy for cause.

The tenant stated that the visitor who caused the damage is no longer welcome at the rental unit and she agreed to make arrangements to cover the cost of repairs. The landlord stated that to repaint and replace the fire extinguishers and camera, cost \$542.00.

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 Arbitrator 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. Specifically, both parties agreed to the following:

- The landlord agreed to give the tenant an opportunity to start anew by setting aside the notice to end tenancy. The landlord agreed to allow the tenancy to continue in accordance with its original terms.
- The tenant agreed to pay the landlord \$542.00 to cover the cost of damages. A monetary order will be issued to the landlord in this amount.
- The tenant stated that she understood that if such behaviours were to occur again in the future and another notice to end tenancy issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator, for consideration.
- The landlord agreed to bear the cost of filing her application.

## **Conclusion**

I grant the landlord a monetary order in the amount of **\$542.00**. The notice to end tenancy is set aside.

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: December 11, 2012.

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Residential Tenancy Branch