



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, RP, RR, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that she received the landlord's 1 Month Notice handed to a person at her rental unit on January 25, 2013. The landlord's agent (the landlord) confirmed that the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on February 6, 2013. I am satisfied that the parties served the above documents to one another and that they were prepared to proceed with this hearing.

At the hearing, the landlord's agent requested an end to this tenancy and an Order of Possession if the tenant's application were dismissed.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should any orders be issued against the landlord? Should the tenant's monthly rent be reduced?

Background and Evidence

This periodic tenancy began on April 1, 2009. Monthly rent is currently set at \$1,650.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$825.00 security deposit paid in late March 2009.

Neither party issued any written evidence for this hearing, other than the tenant's application for dispute resolution. The landlord's agent gave undisputed sworn testimony that the tenant has been repeatedly late in paying her rent and continues to owe rent for January and February 2013. The parties agreed that the repeated late payment of rent was identified as the reason for the landlord's issuance of the 1 Month Notice.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

1. The tenant agreed to pay the landlord \$1,900.00 that is currently owing for this tenancy by 5:00 p.m. on March 1, 2013.
2. Both parties agreed that the tenant will pay her March 2013 rent by 5:00 p.m. on March 4, 2013.
3. Both parties agreed that if the tenant abides by the monetary terms of this settlement as set out above and the remaining obligations established by her residential tenancy agreement that this tenancy will end by 1:00 p.m. on April 30, 2013, by which time the tenant will have vacated the rental unit.
4. The landlord agreed to withdraw the 1 Month Notice issued on January 25, 2013.
5. The landlord agreed to provide a functioning washer and dryer to the tenant by 5:00 p.m. on March 3, 2013.
6. The landlord's agent agreed to inspect for damage to the downstairs bathroom in this rental unit by 5:00 p.m. on March 3, 2013 and to repair the downstairs bathroom as required.
7. The tenant agreed to withdraw her application for all orders associated with this tenancy.
8. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 01, 2013

Residential Tenancy Branch

