



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, CNL

### Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and a 2 Month Notice to End Tenancy for Landlord's Use. The application also indicated the need for some repairs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent issued on February 3, 2013 be cancelled?

Should the 2 Month Notice to End Tenancy for Landlord's Use of the Property issued on January 30, 2013 be cancelled?

Should the landlord be Ordered to complete repairs to the unit?

### Preliminary Matters

The application was amended to correct the landlord's name.

### Background and Evidence

The parties agreed that the tenancy commenced on November 15, 2009; rent is \$700.00 per month, due on the first day of each month. A deposit in the sum of \$350.00 was paid.

The tenants submitted late evidence that included the copy of the 10 day Notice; the landlord confirmed that the Notice did not include the unit address that must be vacated, or the effective date of the Notice.

The parties agreed that on January 30, 2013 the tenant received a 2 Month Notice to End Tenancy for Landlord's Use of the Property; a copy of this Notice was not submitted as evidence. The tenant did not dispute that the landlord's father will reside in the unit. The father has had a stroke and will no longer be able to live in the upper portion of the home. He remains in hospital but the family is planning for his return to the home and will have him live in the lower unit.

The tenant said he had been trying to have the landlord make repairs to the unit; photographs submitted as evidence showed what appeared to be some sort of mold along a cement baseboard in the unit. Other pictures were submitted showing signs of moisture. The tenant has made some repairs himself; however the landlord refused to provide payment as compensation.

#### Mutually Settled Agreement

The parties agreed to the following:

- The tenant has paid ½ of February and ½ of March 2013 rent owed;
- That the compensation due to the tenant equivalent to 1 month's rent has been paid by the landlord; ½ in February and ½ in March, 2013; and
- That the tenancy will end on April 1, 2013, as stated on the 2 Month Notice ending tenancy.

Therefore, in support of the agreement, I Order, pursuant to section 63(2) of the Act:

- that the tenancy will end effective April 1, 2013;
- that the tenant has paid all rent owed, to the end of March 2013; and
- that the tenant has now received compensation, as required when a 2 Month Notice ending tenancy is issued.

As the 10 Day Notice Ending Tenancy for Unpaid Rent did not include an effective vacancy date, I find that the Notice is of no force. Section 52 of the Act requires that an effective vacancy date be recorded.

#### Repair Order

After considering the tenant's photographic evidence I Order the landlord to immediately investigate the report of the presence of mold in the unit and to take any steps recommended by a professional, in relation to the cleaning of the mold and rehabilitation of the unit.

Conclusion

The parties reached a mutual agreement, as set out above.

Orders were issued in support of the mutual agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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

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Residential Tenancy Branch

