



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPR, MNR, MNSD, CNR, OLC, MT, FF

Introduction

This Dispute Resolution hearing was convened to deal with an Application by the landlord seeking an Order of Possession and MO based on a Ten Day Notice to End Tenancy for Unpaid Rent. The hearing was also convened to deal with an application by the tenant, seeking an order to compel the landlord to follow the Act, a monetary order for compensation and an order cancelling the Ten Day Notice to End Tenancy for Unpaid Rent.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

1. Is the landlord entitled to an Order of Possession and Monetary Order based on the 10-Day Notice to End Tenancy for Unpaid Rent?
2. Should the 10-Day Notice to End Tenancy for Unpaid Rent be cancelled as requested by the tenant?
3. Is the tenant entitled to monetary compensation?
4. Is an Order forcing the landlord to comply with the Act, warranted?

Background and Evidence

The landlord seeks monetary compensation for rental arrears and an Order of Possession. According to the landlord, the tenant failed to pay the \$1,100.00 rent due on September 20, 2013 and, after paying \$500.00 towards the arrears in October, has not paid the \$1,100.00 rent for any month of occupancy ever since. The landlord is claiming \$3,900.00 as of January 31, 2014 when the application was made.

The tenant testified that the residence is not safe and that the landlord had agreed to lower the rent due to deficiencies in the condition of the unit because of fire and water damage, structural problems and a rodent infestation.

Analysis

After a mediated discussion, the parties came to a mutually agreeable resolution that effectively resolved their conflict.

Therefore, based on the agreement reached by the parties during these proceedings, I dismiss both the tenant's and the landlord's applications with leave to reapply.

Conclusion

The parties reached a satisfactory compromise and both the landlord's and the tenant's applications were therefore dismissed with leave to reapply.

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: February 17, 2014

Residential Tenancy Branch

