



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0755022 B.C. LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC, MT, RR, RP, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for additional time to do so. The tenant also applied for the recovery of the filing fee, a rent reduction and an order directing the landlord to carry out repairs. Both parties attended the hearing and had opportunity to be heard.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the landlord negligent with regard to maintenance of the rental unit? Is the tenant entitled to a rent reduction and the filing fee?

### **Background and Evidence**

The tenancy began in May 2004. The monthly rent at the start of the tenancy was \$600.00. The most recent rent increase took the rent from \$648.00 to \$662.00.

On February 06, 2014, the landlord served the tenant with a notice to end tenancy for cause. The reason for the notice was that the tenant had pets that she had not paid a pet deposit for. The tenant did not dispute the notice in a timely manner and stated the reason for the delay was that she had paid a pet deposit for one pet and did not think it was necessary to dispute the notice.

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 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. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on June 30, 2014.
2. The landlord agreed to allow the tenancy to continue until June 30, 2014.
3. The landlord will be issued an order of possession effective June 30, 2014.
4. The landlord agreed to allow the tenant to continue paying rent in the amount of \$648.00 until the end of tenancy
5. 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 June 30, 2014. 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 for repairs and to reduce rent is dismissed. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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: May 15, 2014

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Residential Tenancy Branch

