



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, MNR, MNDC, RP, LRE, FF

Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover the 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, and to make submissions. The tenant testified that she served the landlord with a copy of the tenant's Application for Dispute Resolution package with Notice of Hearing by registered mail on January 31, 2015. The landlord confirmed receipt of the package. Based on the sworn testimony of the parties, and pursuant to section 89 and 90 of the *Act*, I find that the landlord has been served the tenant's dispute resolution hearing package. The landlord also confirmed receipt of subsequent evidence packages sent by the tenant. The landlord initially argued against the tenant's application for more time and requested an Order of Possession orally should the tenant's application to cancel the notice to end tenancy be unsuccessful. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

Both parties testified that this tenancy began on May 1, 2014 on a month to month basis. The tenant testified, confirmed by the landlord's representative, that there was no written agreement with respect to this tenancy. A rental amount of \$1200.00 is payable on the first of each month. The landlord continues to hold a security deposit of \$600.00 and a \$300.00 pet deposit paid by the tenant on or before May 1, 2014.

The tenant testified, confirmed by the landlord's representative, that she paid full rent for January 2015 on January 23, 2015, 3 days after receiving the landlord's 10 Day Notice to End Tenancy. The evidence shows that the landlord provided a receipt indicating, "for use and occupancy only" to the tenant. The tenant testified that payment of rent has become increasingly difficult as there is a new landlord for the building and she has no contact information for that landlord. The tenant provided receipts and invoices for expenditures related to various issues with the residential premises including;

- non-locking doors at front and rear of residence;
- mice infestation;
- window with gap that lets warm air escape;
- repair of a gate/fence on the property;
- other small repairs within the unit she undertook as her verbal requests to the previous landlord went unmet.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The parties agreed that tenancy will end on March 31, 2015 at 1:00 p.m., by which time the tenant agreed to have vacated the rental unit.
2. The landlord agreed that rent payable for February 2015 rent will be reduced to \$0.00 (zero) to reflect repair expenses incurred by the tenant.
3. The tenant agreed to withdraw her application for a monetary award.
4. The tenant agreed to pay March 2015 rent in full on March 1, 2015.

5. The parties agreed that the tenant's failure to pay rent in full on March 1, 2015 may result in the landlord serving and enforcing a 2 day Order of Possession on a date before March 31, 2015.

Conclusion

The Notice to End Tenancy is valid. The tenancy will end on March 31, 2015 if the terms of the settlement agreement are met.

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 comply with the monetary terms of their agreement **and** fails to 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 in accordance with 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.

The tenant withdrew her application with respect to any monetary compensation or orders against the landlord.

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 25, 2015

Residential Tenancy Branch

