



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, RP OPR, MNR, FF,

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated October 7, 2015
- b. An order that the landlord make emergency repairs for health or safety reasons
- c. An order that the landlord make repairs to the unit.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$1740 for unpaid rent and damages
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. The tenant requested an adjournment. However, the parties were able to reach a settlement without the need for the arbitrator to consider the tenant's request on its merits.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on October 13, 2015. I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated October 7, 2015?

- b. Whether the tenant is entitled to an order that the landlord make emergency repairs for health or safety reasons.
- c. Whether the tenant is entitled to an order that the landlord make repairs.
- d. Whether the landlord is entitled to an Order for Possession?
- e. Whether the landlord is entitled to A Monetary Order and if so how much?
- f. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2015. The tenant's share of the rent is \$348 per month payable in advance on the first day of each month. The tenant has not paid a security deposit.

The tenant(s) failed to pay the rent since August 1, 2015 and the sum of \$1740 is owing to the end of September. The tenant takes the position the rental unit needs to be sprayed for bugs. The landlord responded saying that two pest control contractors have separately inspected the rental unit and determined there are not pests present. Environmental law prohibit spraying where there are not pests.

Settlement:

The parties have reached a settlement and they asked my to record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties acknowledge the tenant owes outstanding rent in the sum of \$1740 to the end of December 2015 and consent to the issuance of a monetary order in this sum.
- b. The tenant represents that she will start making the rent payment when due in full starting with January 2016 rent payment..
- c. The parties consent to the issuance of an Order for Possession effective January 1, 2016 but the landlord agrees that if the tenant makes the rent payment for January 2016 when due the landlord shall not take steps to enforce the Order for Possession and it shall become unenforceable.
- d. The parties shall meet to arrange for a repayment schedule for the outstanding rent. If the parties are unable to agree to the terms of the repayment schedule or if the tenant fails to make future rent payment the landlord retains the right to serve a new 10 day Notice to End Tenancy based on the arrears of rent.
- e. The landlord waives its right to recover the cost of the filing fee in this application..
- f. The landlord shall arrange to have a pest control company conduct a further inspection of the rental unit and the parties to determine whether there is a pest problem and shall make arrangements to have the unit treated if there is a pest problem exists.

Analysis - Order of Possession:

As a result of the settlement I granted an Order for Possession effective January 1, 2016. The landlord has agreed that if the tenant makes the rent payment for January the landlord will not enforce the Order for Possession and it will become unenforceable.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of August, September, October, November and December and the sum of \$1740 remains outstanding. I ordered that the tenant pay to the landlord the sum of \$1740.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

All other claims in both Applications are dismissed.

Conclusion:

In summary the parties have settled this matter. As a result of the settlement I granted an Order for Possession effective January 1, 2016. However, the landlord has agreed it will not enforce the Order for Possession if the rent of \$348 is paid for January 2016 when due. I granted a monetary order in the sum of \$1748 in favour of 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: December 10, 2015

Residential Tenancy Branch

