



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Helping Spirit Lodge Society
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenant. The landlord has applied for an Order of Possession and a monetary order for unpaid rent or utilities; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities; for an order that the landlord make emergency repairs for health or safety reasons; for an order that the landlord make repairs to the unit, site or property; for an order suspending or setting conditions on the landlord's right to enter the rental unit; and to recover the filing fee from the landlord.

The tenant and an agent for the landlord attended the hearing. During the course of the hearing the parties agreed to settle this dispute on the following terms:

1. The tenant will pay the rental arrears in the amount of \$710.00 today;
2. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled and the tenancy continues;
3. The landlord will make repairs to the gutter, toilet, and sink in the rental unit and air vents in the common hallway;
4. The landlord will write a letter of apology to the tenant for the inconvenience of not being able to move in on February 15, 2016 as agreed;
5. The landlord will have a contractor inspect the balcony and repair if necessary as soon as the landlord is able.

Since the parties have settled this dispute I decline to order that either party recover the filing fees.

Conclusion

For the reasons set out above, I hereby order the tenant to pay the full rental arrears of \$710.00 today.

I further order, by consent, that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 2, 2016 is hereby cancelled and the tenancy continues.

I further order, by consent, that the landlord make repairs to the gutter, the toilet, and sink in the rental unit, as well as air vents in the common hallway.

I further order, by consent, that the landlord write a letter of apology to the tenant for the inconvenience of not being able to move in on February 15, 2016 as agreed.

I further order the landlord to have a contractor or qualified inspector inspect the balcony of the rental unit, and to make repairs if necessary as soon as the landlord is able.

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: April 08, 2016

Residential Tenancy Branch