



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Westcoast Endeavours Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, RP

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and for an Order requiring the Landlord to make repairs to the rental unit.

The Tenant stated that on September 02, 2016 the Application for Dispute Resolution, the Notice of Hearing, and 34 pages of evidence that were submitted with the Application were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On October 05, 2016 the Landlord submitted 38 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was sent to the Tenant by registered mail on October 05, 2016. The Tenant stated that she did not receive this evidence nor did she receive Notice that she had received registered mail, although she has not checked her mail for approximately one week.

The parties were advised that the hearing would proceed and that if the Agents for the Landlord felt it necessary to have me view a document that had been submitted in evidence by the Landlord the hearing would be adjourned to provide the Landlord with an opportunity to re-serve the Landlord's evidence package. The parties were able to settle this dispute without the need for an adjournment.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Is there a need to issue an Order requiring the Landlord to make repairs to the rental unit?

Background and Evidence

Shortly after the hearing commenced the Agent for the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the tenancy shall continue;
- the tenancy will end, by mutual consent, on January 31, 2017;
- the Landlord will receive an Order of Possession for the rental unit that is effective on January 31, 2017;
- the Landlord will paint the bathroom in the rental unit by November 15, 2016;
- the Landlord retains the right to serve the Tenant with another One Month Notice to End Tenancy if the Tenant causes disturbances in the future; and
- the Tenant will inform the Landlord of any need for repairs in a timely manner.

Analysis

The parties have settled this dispute in accordance with the aforementioned terms.

Conclusion

On the basis of the aforementioned settlement agreement I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on January 31, 2017. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 27, 2016

Residential Tenancy Branch