



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, ERP, RP

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent and for an order directing the landlord to carry out repairs. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

The tenant had initially applied for an order directing the landlord to make repairs. On November 14, 2016, the landlord served the tenant with a notice to end tenancy for non-payment of rent and utilities in the amounts of \$317.00 and \$250.00 respectively. The tenant paid outstanding utilities on November 19, 2016 and also amended her application for dispute resolution to include a dispute of the notice to end tenancy.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the landlord negligent with regard to maintenance of the rental property?

Background and Evidence

The tenancy began on July 01, 2016. The monthly rent is \$1,500.00 due on the first of each month. The tenant also pays \$65.00 per month for utilities.

The tenant agreed that she withheld \$200.00 from rent that was due on September 01, 2016 as reimbursement for the purchase of a stove. The landlord denied having authorized the tenant to do so. The testimony of the tenant's witness also did not support the tenant's testimony that she had been authorized to withhold rent.

The presence of mould in the rental unit, the problems associated with it and the reasons for the notice to end tenancy 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 by 1:00 pm on December 15, 2016.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm on December 15, 2016. The landlord will be issued an order of possession effective this date.
3. The landlord agreed to waive all outstanding rent as of this date – November 23, 2016.
4. The tenant agreed to pay rent for the period of December 01-15 on or before December 01, 2016.
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 by 1:00 pm on December 15, 2016. 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.

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: November 23, 2016

Residential Tenancy Branch