



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

A hearing was convened based on the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 10 Day Notice to End Tenancy dated March 9, 2017 with an effective date of March 25, 2017 (the "10 Day Notice").

The tenant attended the hearing with an advocate. The landlord also attended. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had opportunity to make submissions and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact on the issues involved.

Another application was brought by the tenant in 2016 concerning this tenancy. That application was heard on September 19, 2016 and on September 20, 2016, the arbitrator issued a decision in which the landlord was ordered to make repairs pursuant to s. 32 of the Act. That arbitrator also authorized the tenant to reduce rent by \$485.00

for each month or portion of a month that any repairs remained outstanding. The landlord and the tenant disagree about when the repairs were completed and thus disagree about when the tenant was required to begin paying rent in full again. Notwithstanding the fact that the parties continue to disagree about when the ordered repairs were completed, the parties have agreed as follows:

1. The landlord withdraws the 10 Day Notice.
2. The tenant withdraws the application dispute the landlord's 10 Day Notice.
3. The tenancy will continue until it is ended in accordance with the Act.
4. The tenant has paid rent in full for April 1, 2017 and will continue to pay rent in full on an ongoing basis.
5. The tenant will pay the landlord an additional **\$600.00** in full and final satisfaction of the \$1,205.00 claimed on the 10 Day Notice by paying the landlord an additional \$40.00 per month on the first of each month until the \$600.00 has been paid in full.
6. The parties will communicate with one another in a timely and respectful manner and, in particular, the landlord will respond in writing or text to the tenant's communications in within 48 hours (or earlier in the event of urgency).
7. The tenant will maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and, in particular, the tenant will:
 - a. maintain a space of 12 inches (or the applicable fire safety standard, whichever is greater) around the furnace in order to allow it to function efficiently and for fire safety reasons);
 - b. wipe and clean surface condensation as required;
 - c. regularly inspect for any leaks in the rental unit and repair or report them to the landlord as appropriate.
8. The landlord, will no later than the first week of May, 2017, do the following:

- a. inspect the exterior drainage issues identified by the tenant (the clogged gutter drainage on the ground level and the clogged or malfunctioning downpipes), after which he will promptly arrange for any professional repair required; and
- b. arrange for the application of weather-stripping to the basement door in order to prevent water intrusion.
- c.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: April 20, 2017

Residential Tenancy Branch