



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, LRE, OLC, OPT

Introduction

This hearing was convened to deal with an application by the tenant under the *Residential Tenancy Act* (the “Act”) for an order cancelling a 1 Month Notice to End Tenancy for Cause dated May 19, 2017 (the “1 Month Notice”) and for orders that the landlord comply with the Act, regulation, or tenancy agreement and make emergency repairs. The tenant also applied for an order suspending or setting conditions on the landlord’s right to enter the rental unit, for an order of possession of the rental unit, and for recovery of the application filing fee.

Both the tenant and the landlord attended at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, 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.

1. The landlord withdraws the 1 Month Notice.
2. The tenant withdraws his application to dispute the landlord’s 1 Month Notice and for various other relief.
3. The tenancy will continue on the following conditions:

- a. The tenant will, **no later than September 1, 2017**, restore the rental unit to the condition it was in when the landlord purchased the property in 2005, and, in particular, the tenant will:
 - i. replace and repair the missing and damaged drywall;
 - ii. refurbish and rehang the kitchen cabinets;
 - iii. remove all garbage and clutter from the rental unit;
 - iv. maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.
- b. The tenant will, **no later than October 1, 2017**, clean the carport so that it is accessible, and, in particular, the tenant will:
 - i. remove all clutter and garbage from the carport; and
 - ii. remove the stored vehicle from the carport if the vehicle is not operational.

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: July 04, 2017

Residential Tenancy Branch