



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNR, MNDC, OLC, RP, LAT, RR

### Introduction

A hearing was convened based on the tenant's application filed June 20, 2017 under the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated June 17, 2017 (the "1 Month Notice"). The tenant also applied for orders requiring the landlord to comply with the Act, regulation, and tenancy agreement, to make specific repairs and to allow the tenant to change the locks. The tenant also sought authorization to reduce the rent and monetary compensation for emergency repairs and for losses arising as a result of the landlord's breach of the Act, regulation, or tenancy agreement.

The tenant attended the hearing with her partner. The landlord attended with his wife. 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 her application to dispute the landlord's 1 Month Notice and for other relief. For greater clarity, the tenant withdraws her application for monetary compensation based on the condition of the rental property from the start of the tenancy until present, but may bring future claims if the landlord does not comply with this agreement.
3. The tenancy will continue until it is ended in accordance with the Act.
4. The landlord will immediately arrange for a contractor to repair, at the contractor's earliest convenience and **no later than September 15, 2017**, the holes in the rental property allowing for the ingress and egress of rats.
5. The landlord will immediately arrange for a pest control company to assess and treat any rat infestation at the rental property. The pest control company treatment will be after the repairs set out in paragraph 4, above, have been completed, and **no later than September 30, 2017**.
6. The landlord and tenant agree to communicate respectfully with one another and to communicate by email rather than in person wherever possible.
7. The tenant agrees to pay her rent by electronic transfer.
8. The landlord agrees to assess, and repair or replace as required, the following in the rental unit **no later than September 30, 2017**:
  - a. dishwasher;
  - b. refrigerator;
  - c. washing machine;
  - d. dryer;
  - e. hot water tank;
  - f. furnace;
  - g. flooring around toilet.
9. The landlord will **no later than September 30, 2017** ensure that all of the entrance doors to the rental unit are all capable of being locked.
10. The landlord will give the tenant 24 hours written or email notice of the attendance of the landlord or any contractors at the rental property, and that notice will set out the time, date, and purpose for the visit.

11. The tenant will cooperate with the landlord and his contractors to allow access to the rental property for the work set out in this agreement and otherwise.
12. The tenant will ventilate and, once the furnace is fully functioning, will heat the rental unit properly, in order to avoid the growth of mold.
13. In order to facilitate the tenant's attempts to find other housing, the landlord agrees that the tenant may give only half a month's notice (and pay only half a month's rent) in the event she wishes to end the tenancy half way through the month.

### 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: August 29, 2017

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Residential Tenancy Branch