



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, CNR, MNR, RPP, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55. The landlord also applied for a monetary order for unpaid rent, cost of cleaning and the filing fee. The tenant applied to cancel the notice to end tenancy, pursuant to Section 46 and for an order directing the landlord to carry out repairs.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties were represented by agents.

At the start of the hearing the tenant's agent informed me that the tenant had been admitted to the hospital on November 15, 2018 and therefore was unable to attend the hearing. The tenant's agent requested an adjournment. The landlord expressed concern for the state of the apartment which was infested with mice and extremely cluttered with the tenant's belongings. The tenant's agent agreed that there was an issue of hoarding and that it would be several months before the tenant would be released from the hospital. Both parties agreed to discuss the issues and come to an agreement if possible.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the landlord has applied for a monetary order to recover the cost of cleaning and restoration. As these sections of the landlord's application are unrelated to the main section which is to obtain an order of possession, I dismiss these sections of the landlord's claim with leave to reapply.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the landlord entitled to unpaid rent and the filing fee?

Background and Evidence

The parties agreed that the tenancy began in January 2009. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$470.00. The parties agreed that rent for October and November 2018 was owed by the tenant and that the tenant had been served with a ten day notice to end tenancy on October 16, 2018. 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 and 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 end the tenancy immediately. An order of possession will be granted to the landlord.
2. The parties agreed that the landlord could enter the unit on November 30, 2018 to set mouse traps and that the tenant's agent would have access to the unit for the full day of December 07, 2018, for the purpose of removing items of value.
3. The tenant agreed that \$940.00 in unpaid rent was owed to the landlord. A monetary order in this amount will be issued to the landlord.
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
5. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement, I grant the landlord an order of possession effective two days after service on the tenant. 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

The tenant agreed that \$940.00 is owed to the landlord in unpaid rent. I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$940.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the landlord's monetary claim is dismissed with leave to reapply.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

I grant the landlord a monetary order in the amount of \$940.00.

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 29, 2018

Residential Tenancy Branch