



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRL-S, OPC, OPN, OPR (Landlord)
CNC, CNR, LRE, OLC, RP, RR (Tenant)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Tenant filed the application September 06, 2019 (the "Tenant's Application"). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated August 31, 2019 (the "One Month Notice");
- To dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 03, 2019 (the "10 Day Notice");
- To suspend or set conditions on the Landlord's right to enter the rental unit;
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement;
- For an order that repairs be made to the rental unit or property; and
- To reduce rent for repairs, services or facilities agreed upon but not provided.

The Landlord filed the application September 19, 2019 (the "Landlord's Application"). The Landlord applied as follows:

- To recover unpaid rent;
- To keep the security and/or pet damage deposit;
- For an Order of Possession based on the Tenant giving notice to end the tenancy;
- For an Order of Possession based on the 10 Day Notice; and
- Reimbursement for the filing fee.

The Landlord filed an amendment October 18, 2019 seeking an Order of Possession based on the One Month Notice.

The Tenant appeared at the hearing with the Advocate. The Landlord appeared at the hearing.

Pursuant to rule 2.3 of the Rules of Procedure, I told the Tenant at the outset that I would consider the disputes of the notices to end tenancy but not the remaining issues on the Tenant's Application as they are not sufficiently related to the notices to end tenancy.

I considered the following from the Tenant's Application:

- The dispute of the One Month Notice; and
- The dispute of the 10 Day Notice.

The remaining requests are dismissed with leave to re-apply. This does not extend any time limits set out in the *Residential Tenancy Act* (the "Act").

The Landlord and Tenant confirmed the Tenant did not give a notice ending the tenancy. The Landlord withdrew his request for an Order of Possession based on the Tenant giving notice to end the tenancy.

The remaining requests of the Landlord are related to the disputes of the One Month Notice and 10 Day Notice and therefore I considered them.

I explained the hearing process to the parties who did not have questions when asked. The Tenant and Landlord provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages, amendment and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and issue any necessary orders. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The One Month Notice is cancelled.
2. The 10 Day Notice is cancelled.
3. The tenancy will continue under the following conditions:
 - a. The Tenant will pay the Landlord \$784.00 by December 15, 2019 for September rent and the filing fee. The Landlord waives his right to the remainder of September rent on the basis that the Tenant purchased a fridge for the rental unit. The Tenant will leave the fridge she purchased in the rental unit for the Landlord at the end of the tenancy.
 - b. The Tenant will pay the Landlord the \$700.00 pet damage deposit within two weeks of the hearing date.
 - c. Both parties will comply with their obligations under section 32 of the *Act* which states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.
- d. The Tenant will take the garbage out weekly unless unable to due to extenuating circumstances.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued a **conditional Order of Possession** for the rental unit. If the Tenant does not pay the Landlord \$784.00 by December 15, 2019 in accordance with the settlement agreement set out above, the Order of Possession becomes enforceable and the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Landlord is issued a **conditional Monetary Order**. If the Tenant does not pay the Landlord \$784.00 by December 15, 2019 in accordance with the settlement agreement set out above, the Monetary Order becomes enforceable and the Landlord must serve

the Tenant with this Order. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: November 19, 2019

Residential Tenancy Branch