



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Amos Realty & Property
Mgmt LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32; and
- other remedies, which they outlined in their application as not having been informed by the landlord of the requirements regarding transferring the tenancy agreement into the names of those residing in the rental unit.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that they received the 1 Month Notice handed to an adult roommate of theirs by Landlord BA (the landlord) on January 11, 2021, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that the tenant handed a copy of the tenant's dispute resolution hearing package to a landlord representative on January 25, 2021, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since the landlord confirmed that they had received copies of the tenant's written and photographic evidence, I find that this evidence was served in accordance with section 88 of the *Act*. The landlord provided no written evidence for this hearing.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Should orders be made requiring the landlord to undertake

repairs of the rental unit? Should any other orders be issued with respect to this tenancy?

Background and Evidence

On May 12, 2020, the tenant and two others signed a one-year fixed term Residential Tenancy Agreement (the Agreement) that is scheduled to run from May 15, 2020 until May 31, 2021. Monthly rent is set at \$1,700.00, payable on the first of each month. The landlord continues to hold a \$700.00 security deposit and a \$700.00 pet damage deposit for this tenancy.

The landlord's 1 Month Notice seeking an end to this tenancy by February 28, 2021 identified the following three reasons for ending this tenancy:

Tenant is repeatedly late paying rent.

Tenant has allowed an unreasonable number of occupants in the unit/site

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

The parties agreed that the landlord has accepted payments from the tenant by e-transfer enabling them to remain in the rental unit until at least March 31, 2021.

In addition to their application to cancel the 1 Month Notice, the tenant supplied photographs of a hole in the deck of the balcony where they claim to have fallen through a weak portion of that deck shortly after moving into this rental unit. The landlord said that during the COVID-19 pandemic they have not been conducting regular inspections of rental units. They recognized the safety concerns relating to this deck and committed to having this repaired quickly.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2021 by which time the tenant and all occupants of this rental unit will have surrendered vacant possession of the rental unit to the landlord.
2. The tenant agreed to pay their monthly rent on time during the remainder of their tenancy.
3. The landlord committed to ensuring that any soft spots on the deck of the balcony will be repaired by the end of the day on March 19, 2021.
4. The tenant agreed to allow the landlord's contractor access to the deck of this rental unit so as to enable the repair of the deck on their balcony.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and the landlord's 1 Month Notice, and all issues currently in dispute arising out of this tenancy, and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement by May 31, 2021. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I order the landlord to undertake repairs to the deck of the balcony for this rental unit by March 19, 2021.

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: March 09, 2021

Residential Tenancy Branch