



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION AND REASONS

**Dispute Codes:** CNR, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside the notice to end tenancy for unpaid rent. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy allowed to continue? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on July 01, 1995. The monthly rent is \$767.38.00 due in advance on the first day of the month.

The tenant stated that due to a fire in a neighbouring rental unit, the tenants did not have access to their unit for approximately five days. Equipment to repair the smoke damage caused by the fire, was placed inside the unit. The tenant stated that after being allowed access to the unit, the presence of the equipment made the unit uninhabitable as it reduced the room temperature by approximately ten degrees. The tenants stayed with family and friends for approximately ten days.

The tenant stated that the property manager promised the tenant some compensation for the inconvenience and additional expense incurred by the tenants due to the fire. Therefore, the tenant stated, that he withheld rent for April in anticipation of the promised compensation.

The landlord stated that clause #29 of the tenancy agreement requires tenants to have adequate insurance for fire, smoke and water damage to their personal property and for alternative accommodation in the event of a disaster. The landlord stated that she was not aware of any compensation offered to the tenant other than the difference in the utility costs due to the power usage of the equipment that was operating in the rental unit. The landlord stated that the tenant owed \$767.38 in rental arrears.

### **Analysis**

Pursuant to section 63 of the *Act*, during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Specifically, it was agreed as follows, that:

- The tenant agrees to pay \$767.38 to the landlord on or before July 15, 2009 in addition to rent for July which is due on July 01, 2009.
- The landlord agrees to let the tenancy continue, if the tenant pays the outstanding rent of \$767.38 on or before July 15, 2009.
- The parties agree that an order of possession effective July 15, 2009 will be issued, but will not be served on the tenant nor enforced if the tenant is in compliance with the above agreement and pays \$767.38 on or before July 15.
- The parties agree to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

### **Conclusion**

Pursuant to the above agreement, I hereby issue an order of possession in favour of the landlord effective on or before 1:00 pm on July 15, 2009. This Order may be filed in the Supreme Court for enforcement if necessary. The tenant must bear the fee to file this application.

Dated June 29, 2009.

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Dispute Resolution Officer