



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** RR

### **Introduction**

This hearing dealt with the tenant's application to allow a reduction in rent for repairs, services or facilities agreed upon but not provided. Both parties participated in the hearing and gave affirmed testimony.

Subsequent to the filing of this application, circumstances surrounding this tenancy changed in a number of ways. Suffice to say that the tenant withdrew his earlier application for cancellation of the landlord's notice to end tenancy for unpaid rent, compensation for damage or loss under the Act, and an order requiring the landlord to make certain repairs and to provide services or facilities required by law.

### **Issue to be decided**

- Whether the tenant is entitled to a reduction in rent for repairs services or facilities agreed upon but not provided

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on November 15, 2008. Rent in the amount of \$595.00 is payable on the first day of each month, and a security deposit of \$297.50 was collected at the start of tenancy.

Issues of dispute included, but were not necessarily limited to, whether the unit met all applicable health and safety standards at the outset of tenancy, whether the tenant properly informed the landlord of alleged deficiencies in the unit during the tenancy, whether the landlord responded in an appropriate and timely manner to the tenant's

concerns, whether the tenant is entitled to a reduction in rent in the circumstances, and so on.

During the hearing the tenant stated that he has given the landlord written notice of his intent to vacate the unit by July 31, 2009.

Further, during the hearing the parties exchanged views on the matters giving rise to the dispute and undertook to achieve some resolution.

### **Analysis**

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will accept \$297.50 from the tenant as full payment of all rent due for the month of July 2009;
- that, consistent with his written notice, the tenant will vacate the unit by no later than 1:00 p.m. Friday, July 31, 2009, and that an *order of possession* will be issued to the landlord to this effect;
- that the landlord waives the requirement that the tenant clean either the carpets or the drapes in the unit at the end of the tenancy;
- that, after the end of the tenancy, the parties will manage the security deposit pursuant to the statutory requirements set out in sections 38 & 39 of the Act;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Friday, July 31, 2009**. This order must be served 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.

DATE: June 17, 2009

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Dispute Resolution Officer