

DECISION AND REASONS

Dispute Codes: *OPR, MNR, MNDC, OLC, RP, 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 and for a monetary order for unpaid rent. The tenant applied for a monetary order for compensation and for an order seeking landlord's action to comply with the *Act* and make repairs to the rental unit. Both parties applied to recover the filing fee.

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

At the start of the hearing the tenant stated that she had plans to move out on September 30, 2009 and therefore the portion of her application with regard to repairs to the unit is moot and accordingly is dismissed.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent?
Is the tenant entitled to compensation for loss under the *Act*?

Background and Evidence

This month to month tenancy started on August 01, 2009. The monthly rent was set at \$650.00 payable on the first of each month. The tenant moved in on or about July 24, 2009. The tenant viewed the rental unit prior to moving in and was aware that repairs had to be made to the unit. The rental unit is located in the back yard of the home that the landlord occupies.

The tenant agreed that the landlord allowed her the use of the shower in the landlord's home, for the period of time that the shower in the rental unit was inoperable, due to repairs being carried out. The landlord took \$100.00 off rent for August for the inconvenience.

On September 01, 2009, the tenant failed to pay rent for September and on September 03; the landlord served the tenant with a ten day notice to end tenancy. The landlord has applied for an order of possession and for a monetary order for rent for September 2009.

The tenant stated that the landlord hired a criminal to do the repair work and after she found out, she did not feel safe and therefore changed the locks. She also stated that she feared for the safety of her child in the presence of the landlord's dogs. The tenant stated that she spent 84 hours in total to clean up after the repair work was done for the day and she is claiming compensation at the rate of \$20.00 per hour for a total of \$1680.00. The tenant is also claiming the equivalent of two months rent for the inconvenience endured and the additional expense incurred from having to shower at her mother's residence and from the anxiety generated by her fears of being at risk while in the rental unit.

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 dispute resolution officer 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 or an order.

During this hearing, the parties reached an agreement to settle their dispute.

Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before 1:00 p.m. on September 30, 2009. An order of possession will be issued to the landlord effective this date.
- The tenant agreed to pay and the landlord agreed to accept \$209.00 as rent for September, 2009.
- The tenant agreed to return the original locks to the landlord and/or provide keys to the newly installed locks.

The above particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Since the tenant did not pay rent for September and has not proven her case for compensation, I find that the landlord is entitled to the recovery of the filing fee of \$50.00. The tenant must bear the cost of filing her own application.

I grant the landlord an order of possession effective on or before **1:00 p. m. on September 30, 2009** and a monetary order in the amount of **\$259.00**.

Dated September 24, 2009.

Dispute Resolution Officer