



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant made application for a monetary Order for money owed or compensation for damage or loss.

The hearing commenced on November 24, 2009 but was reconvened to January 12, 2010, as there was insufficient time to conclude the matter on November 24, 2009. Prior to the hearing on January 12, 2010, the Tenant amended her original application to include a claim for compensation pursuant to section 51(2) of the *Residential Tenancy Act (Act)*.

Both parties were represented at both hearings. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to compensation pursuant to section 51(1) of the *Residential Tenancy Act (Act)*; to compensation for hydro expenses; to compensation for the loss of the quiet enjoyment of her rental unit; and to compensation for changing her mailing address.

Background and Evidence

The undisputed evidence is that this tenancy began in June of 2006; that the Tenant was required to pay monthly rent of \$880.00; that the Tenant was served with a Two Month Notice to End Tenancy for Landlord's Use of Property on June 29, 2009; that on July 14, 2009 the Tenant served the Landlord with notice of her intent to end the

tenancy on July 31, 2009; that the Tenant vacated the rental unit on August 01, 2009; and that the Tenant paid rent for July of 2009.

The Tenant is seeking compensation in the amount of \$880.00, which is the equivalent of one month's rent, which she contends is due to her pursuant to section 51(1) of the *Act*. The Landlord does not dispute that this amount is owed to the Tenant and he readily agreed to pay that amount to the Tenant.

The Tenant is seeking compensation, in the amount of \$134.00, for expenses she incurred when she changed her mailing address. At the original hearing she stated that at the beginning of this tenancy her mail was delivered to a mail box that she shared with the Landlord, which was either left in the mail box by the Landlord; was delivered to her by her co-tenant who was employed by the Landlord; or was picked up by her from the Landlord. She stated during the latter portion of the tenancy she was required to pick up her mail from the Landlord at the Landlord's business office, which was located on the residential property. She stated that this was often inconvenient due to the business hours of the office and she elected to have her mail delivered to her personal mail box, which she established on February 13, 2009.

At the original hearing the Tenant stated that she asked the Landlord's spouse to leave her mail in the mail box but she refused to do so as it was inconvenient. The Landlord stated that the Tenant never asked to have her personal mail left in the common mail box. The Tenant acknowledged that she did not provide the Landlord with a written request to have her mail left in the common mail box.

The Tenant is seeking compensation, in the amount of \$320.00, for costs associated to moving from the rental unit. At the original hearing she stated that she elected to vacate the rental unit earlier than the Notice to End tenancy required because she was having an on-going conflict with an agent for the landlord, who had resided in the basement of residential complex.

At the outset of the reconvened hearing the Landlord and the Tenant stated that they had mutually agreed to resolve all disputes in relation to this tenancy under the following terms:

- The Tenant will withdraw her Application for Dispute Resolution
- The Landlord will deliver a cheque, in the amount of \$1,000.00 to the office of the Agent for the Tenant on, or before, January 18, 2010
- The Landlord will deliver a cheque, in the amount of \$2,000.00 to the office of the Agent for the Tenant on, or before, January 31, 2010

Conclusion

On the basis of the mutual agreement that was reached by these parties, I hereby grant the Tenant a monetary Order, in the amount of \$3,000.00. In the event that the Landlord does not comply with this Order on, or before, January 31, 2010, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court 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 *Residential Tenancy Act*.

Dated: January 13, 2010

Dispute Resolution Officer