

## **DECISION AND REASONS**

**Dispute Codes:** OPR, CNL, MNDC, MT, OLC, 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 and the filing fee. The tenant applied for an order to cancel the notice to end tenancy, more time to do so and for a monetary order to recover the cost of electrical repairs, a security deposit paid to secure another rental unit and the filing fee.

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

### **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 the cost of electrical repairs, the security deposit paid to secure another rental unit and the filing fee?

### **Background and Evidence**

This month to month tenancy started on May 01, 2007. In July of 2009, the home was sold to the current landlord who requested vacant possession on September 30, 2009. This term formed a clause in the sale contract and the previous landlord gave the tenant a two month notice to end tenancy for landlord use. The tenant was compensated by living rent free for the month of September. The rent was \$750.00 due on the first of the month. The tenant had paid a security deposit of \$375.00.

The tenant requested that the tenancy continue but was informed by the previous landlord that the new owner needed the entire home for her large family. The tenant started looking for a new home and on August 31, 2009, she entered into a tenancy agreement to rent another unit. The tenant stated she paid \$700.00 to secure this unit. A week later, the tenant was approached by the landlord who asked if she would like to stay. The tenant agreed to enter into a tenancy agreement with the new landlord and therefore cancelled the tenancy agreement that she had entered into on August 31,

2009, thereby losing her security deposit of \$700.00.

However, the two parties could not agree on the amount of rent. The rent prior to the new owner taking over was \$750.00. The new owner wanted \$900.00. Since the parties could not resolve this dispute, they both made application for dispute resolution.

The tenant also stated that there were problems with the electrical supply to the unit and she informed the landlord and requested help, three separate times. The landlord advised the tenant that she was not in a tenancy agreement and therefore he did not look into the matter. The tenant hired an electrician and incurred a cost of \$199.46. The tenant has filed a receipt for this service.

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 end the tenancy and move out on or before 1:00 p.m. on January 31, 2010. An order of possession will be issued to the landlord effective this date. This Order may be filed in the Supreme Court for enforcement.
- If the tenant wants to move out prior to January 31, 2010, the tenant may do so by giving the landlord a notice of 30 days, prior to the date that rent is due which is the first of the month.
- The tenant agreed to pay and the landlord agreed to accept \$750.00 as monthly rent for the balance of the tenancy.
- The tenant agreed that she owes rent for the months of October and November 2009 and will pay the amount owed immediately upon receipt of this decision.

- The tenant agreed to clear the portion of the shared garage that is for the landlord's use.
- The tenant agreed to leave the driveway available for the use of the landlord. The tenant will park on the graveled area and the landlord will park in close proximity of the garage, to enable the tenant to move his vehicle.

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

Based on the affirmed testimony of the tenant I find that the tenant has not established a claim for the security deposit that she paid to secure another rental unit. However, I find that the landlord must pay for the electrical repair and owes this amount to the tenant. The tenant may deduct this amount from rent. The tenant owes rent for the months of October and November for a total of \$1,500.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$\$1,300.54. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As a major part of this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their own application.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 p. m. on January 31, 2010** and a monetary order in the amount of **\$1,300.54**.

Dated November 17, 2009.

Dispute Resolution Officer