

Decision

Dispute Codes:

OPR, MNR, CNR, PSF, RR, FF

Introduction

This hearing dealt with cross applications between the parties.

The Landlord filed an Application for Dispute Resolution, in which he made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Tenants filed an Application for Dispute Resolution, in which they made application to set aside a Notice to End Tenancy, for an Order requiring the Landlord to provide services or facilities required by law, for authorization to reduce the monthly rent, and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. 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 relevant submissions to me.

Issue(s) to be Decided

The issues to be decided in relation to the Landlord's Application for Dispute Resolution are whether the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

The issues to be decided in relation to the Tenants' Application for Dispute Resolution are whether the Notice to End Tenancy should be set aside, whether the Tenants are entitled to an Order requiring the Landlord to provide services or facilities required by law; whether the Tenants should be entitled to a rent reduction, and whether the Tenants are entitled to recover the filing fee from the Landlord for the cost of the Application for Dispute Resolution, pursuant to sections 32, 47, 65, and 72 of the *Act*.

Background and Evidence

The Landlord and the Tenants agree that this tenancy began in June of 2006 and that the Tenants are required to pay monthly rent of \$1,200.00.

The Landlord and the Tenants agree that a ten (10) day Notice to End Tenancy for non-payment of rent, which had an effective date of January 23, 2009, was posted on the front door of the rental unit on January 13, 2009. The Notice indicated that the Tenants is presumed to have accepted that the tenancy is ending and that the Tenants must move out of the rental by the date set out in the Notice unless the Tenant pays the outstanding rent or files an Application for Dispute Resolution within five days of the date they are deemed to have received the Notice.

The Landlord and the Tenants agree that the Tenants still owe \$1,200.00 in rent from November of 2008; \$1,200.00 in rent from December of 2008; \$600.00 in rent from January of 2009; and \$1,200.00 in rent from February of 2009.

The Tenant stated that he did not pay his rent because of several deficiencies with the rental unit, although he acknowledges that he did not have lawful authority to withhold any portion of his rent.

At the hearing the Landlord and the Tenants agreed to mutually end this tenancy on March 31, 2009 under the following conditions:

- The Tenants will pay the Landlord \$1,200.00 today
- The Tenants will pay rent for March of 2009, in the amount of \$1,200.00, on March 15, 2009
- The Tenants will pay the Landlord \$500.00 on April 15, 2009
- The Tenants will pay the Landlord \$500.00 on May 15, 2009
- The Tenants will pay the Landlord \$500.00 on June 15, 2009
- The Tenants will pay the Landlord \$500.00 on July 15, 2009
- The Tenants will pay the Landlord \$500.00 on August 15, 2009
- The Tenants will pay the Landlord \$500.00 on September 15, 2009
- The Tenants will withdraw their application to reduce their monthly rent
- The Tenants will withdraw their application for an Order requiring the Landlord to make provide services or facilities required by law.

Conclusion

Based on the settlement agreement reached by the two parties, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on March 31, 2009. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the Landlord has established a monetary claim, in the amount of \$5,400.00 for rent that is owed in relation to this tenancy, and I grant the Landlord a monetary Order in that amount. In the event that the Tenants do not comply with the repayment schedule that he agreed to at the dispute resolution hearing on February 24, 2009, the monetary Order may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court, at which time it will be reduced by any amount that the Tenants have paid toward the monetary claim.

As the Landlord and the Tenant have agreed to settle this dispute, I find that they are both responsible for the cost of filing their own Application for Dispute Resolution.

Date of Decision: February 24, 2009
