

Decision

Dispute Codes: CNC, MNDC, ERP, RP

Introduction

This hearing dealt with an original application by the tenant for cancellation of a notice to end tenancy / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / orders instructing the landlord to make repairs for health or safety reasons / and to make repairs to the unit, site or property. Both parties participated in the hearing and gave affirmed testimony.

As the tenancy effectively ended in mid July 2010, the tenant withdrew the aspect of her application to set aside the landlord's notice to end tenancy. For his part, the landlord confirmed that he does not seek an order of possession, and that new tenants took possession of the unit effective August 1, 2010.

As the tenancy has ended, I consider that the aspects of the tenant's application for orders against the landlord with regard to certain repairs are also withdrawn.

Issues to be decided

- Whether the tenant is entitled to any of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from March 1, 2010 to February 31[sic], 2011. Rent in the amount of \$725.00 was payable in advance on the first day of each month. A security deposit of \$362.50 was collected at the outset of tenancy.

The landlord issued a 1 month notice to end tenancy for cause dated June 28, 2010. Subsequently, the tenant left the unit on or about July 2, 2010, and her possessions were removed from the unit by on or about July 15, 2010. Between them, the parties

agreed that the landlord would retain the tenant's full security deposit as payment of rent for the period from July 1 to 15, 2010.

The remaining aspect of the tenant's application concerns claims which include, but are not necessarily limited to, that the unit was not properly secured, that the tenant had no choice but to incur costs for the installation of an alarm, that the unit was broken into, that some of the tenant's possessions were either damaged or stolen, that someone who had broken into the unit was responsible for her cyanide poisoning, and so on.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlord will issue cheque payment to the tenant in the full amount of \$800.00;
- that the above cheque will be forwarded to the tenant in care of St. Paul's Advocacy Office, 1130 Jervis Street, Vancouver, BC V6E 2C7;
- that the above cheque will be put into the mail by no later than midnight, Tuesday, August 17, 2010;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Following from the above agreement between the parties and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$800.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 17, 2010

Dispute Resolution Officer