

## **Decision**

**Dispute Codes:** MNDC, ERP, RP

### **Introduction**

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

### **Issues to be decided**

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

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on July 1, 2010. Monthly rent is \$1,200.00, and security deposit of \$500.00 was collected.

Numerous concerns which included an oven not functioning properly, gave rise to the tenant's application for compensation and orders. Further, for a variety of reasons, the landlords issued a 1 month notice to end tenancy for cause dated December 1, 2010.

During the hearing the parties exchanged views on the several aspects of the dispute, and undertook to achieve a practical resolution.

### **Analysis**

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 tenant will vacate the unit by not later than 1:00 p.m., Friday, December 31, 2010, and that an order of possession will be issued in favour of the landlords to that effect;
- that the landlords will repay \$400.00 of the \$500.00 security deposit to the tenant at the end of tenancy;
- that the landlords will retain \$100.00 of the \$500.00 security deposit which will be used to offset any costs incurred by the landlord in association with the tenancy (such as utility and plumbing bills, for example);
- that by not later than 1:00 p.m., Friday, December 31, 2010, the tenant will complete the cleaning of the unit and complete repairs to any damage, including patching all holes in the walls, which are the result of the tenancy;
- that should differences of opinion arise in relation to the condition of the unit when the move-out condition inspection is conducted, landlord "NMP" and the tenant will make a concerted effort to find a solution which they consider is fair and reasonable under the circumstances;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlords effective not later than **1:00 p.m., December 31, 2010**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: December 20, 2010

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Dispute Resolution Officer