



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNC

Introduction

The tenant has applied to cancel a Notice issued ending tenancy for cause, a monetary Order for loss or damage under the Act, an Order that the landlord comply with the Act and that the tenant be allowed to reduce rent for services agreed upon but no t provided.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

The tenant has made an increased monetary claim as part of an amended application which was served to the landlord on November 30, 2010. The details of the dispute section of the application did not include an explanation of the claim or any detailed calculation of the sum claimed.

The landlord testified that she called the Residential Tenancy Branch in an attempt to establish the nature of the claim and was not successful.

I determined that, in the absence of any detailed calculation of the claim included in the application that I would decline to hear this portion of the tenant's application, pursuant to section 59 of the Act. No finding has been made in relation to the monetary portion of the tenant's claim.

None of the witnesses provided testimony.

Mutually Settled Agreement

During the hearing the parties mutually agreed to the following:

- the tenant will provide the landlord with vacant possession of the rental unit on December 8, 2010;
- the landlord and/or her agent and tenant will meet at 1 p.m. at the rental unit on December 8, 2010, to complete a move-out condition inspection report;
- the tenant will pay the landlord \$500.00 for December rent owed and the landlord will not make any claim for further rent owed by the tenant;
- that the parties may reach a written agreement that the landlord will retain the \$500.00 deposit that has been paid by the tenant in satisfaction of the rent owed for December in the sum of \$500.00 and that if agreement is reached each party should sign and retain a copy of that agreement.

Conclusion

The parties have reached a settled agreement as outlined above.

Pursuant to section 59 of the Act, I have declined to hear the tenant's claim for compensation.

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: December 07, 2010.

Dispute Resolution Officer