

Decision

Dispute Codes: CNC, MNDC, OLC, ERP, PSF, RR

Introduction

This hearing dealt with the tenant's application for cancellation of a notice to end tenancy / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to comply with the Act, regulation or tenancy agreement / an order instructing the landlord to make emergency repairs for health or safety reasons / an order to the landlord to provide services or facilities required by law / and authority to reduce rent for repairs, services or facilities agreed upon but not provided. 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 or about June 30, 2010. Monthly rent is \$435.00, and is due and payable on the first day of each month. A security deposit of \$217.50 was collected at the outset of tenancy.

The landlord issued a 1 month notice to end tenancy for cause dated November 23, 2010. A copy of the notice was submitted into evidence. The reason shown on the notice for its issuance is as follows:

Tenant or a person permitted on the property by the tenant has:

significantly interfered with or unreasonably disturbed another occupant or the landlord

Subsequently, the tenant disputed the notice by filing an application for dispute resolution on December 8, 2010.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve at least a partial resolution. Matters discussed included, but were not limited to, allegations by the tenant that the landlord had not provided suitable storage space, had restricted access to mail, had removed the supply of toilet paper / wash cloths / towels, had failed to fully share in the responsibility for maintaining the unit in a clean and orderly state, had failed to regularly clean dishes, the fridge, the stove, and so on.

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 partial resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by not later than 1:00 p.m. on Saturday, January 15, 2011, and that an order of possession will be issued in favour of the landlord to that effect;
- that the parties will meet together at the unit at Noon, Saturday, January 15, 2011, in order to complete a move-out condition inspection;
- that at the time of the above meeting, the landlord will deliver cheque payment to the tenant in the amount of \$217.50, this being reimbursement of one half month's rent for January 2011, and that a monetary order will be issued in favour of the tenant to that effect;
- that the parties will attempt to reach agreement around the disposition of the security deposit following the completion of the move-out condition inspection; in the event of their inability to reach agreement, the parties have the option to make applications for dispute resolution; and

- that effective immediately the landlord will leave the mail key on the designated hook in the unit.

Following from the above agreement, all other aspects of the tenant's application are withdrawn with the exception of the application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement.

I am persuaded that the landlord and the tenant attempted through discussion and the exchange of notes to resolve various differences between them. However, it appears that a combination of differences in personality as well as personal habits, precluded them from reaching any long term solutions. Based on the documentary evidence, which includes photographs, and the testimony of the parties, I find on a balance of probabilities that during the course of this 6+ ½ month tenancy the tenant has established entitlement to a monetary order for damage or loss under the Act, regulation or tenancy agreement in the limited amount of \$100.00.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Saturday, January 15, 2011**. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$317.50** (\$217.50 ½ month's rent + \$100.00 damage or loss). 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.