



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## Decision

### Dispute Codes:

MNR, OLC, MNSD, ERP, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking an order to force the landlord to comply with the Act and make emergency repairs, reimbursement for the cost of emergency repairs, and a monetary order or a rent abatement. The tenant was also claiming the return of the security deposit. Both parties appeared and gave testimony during the conference call.

### Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

- Whether or not the tenant is entitled to compensation or rent abatement for in the amount of \$525.00 and the return of the \$450.00 security deposit.
- Whether the landlord should be ordered to comply with the Act do the repairs.

### Background and Evidence

The tenancy began in August 2010 with rent of \$900.00 plus 50% of utilities and a security deposit of \$450.00 was paid. The tenant testified that on December 10, 2010 they found out that the gas to the stove had been leaking for 6 months. The appliance was unusable and they were offered the use of a hot plate that did not work. The tenant stated that they were deprived of cooking facilities for a period of five days until the landlord finally replaced the stove, incurring extra costs of eating out.

The landlord stated that the tenant caused the delay in the landlord's efforts to restore the stove. The landlord testified that once she became aware that the hot-plate was not usable, she gave them a new one and very shortly thereafter an electric stove was supplied. The landlord stated that the tenant was supposed to vacate at the end of December, but remained in the unit and did not pay any rent for January 2011.

### Analysis

A mediated discussion ensued and the parties agreed to the following:



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- The landlord will waive the \$900.00 rent owed for January 2011.
- The tenant will receive a monetary order for \$450.00 security deposit refund
- The landlord will receive an order of possession effective January 20, 2011.
- The tenant will leave the rental unit in a clean undamaged condition on vacating.

Based on the mutual agreement reached by these parties, I find that the tenancy will end on January 20, 2011 and the tenant will not be held liable for rent for the month of January 2011. In addition, the landlord will return the tenant's security deposit of \$450.00.

## **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective Thursday January 20, 2011 at 1:00 p.m. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the tenant a monetary order for \$450.00 representing the full refund of the tenant's security deposit as agreed by the landlord. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: January 2011.

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Residential Tenancy Branch