



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF, OLC, ERP, RP, PSF, RR

Introduction

This conference call hearing was convened in response to two applications for dispute resolution as follows:

By the tenant: as an application for a Monetary Order for money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement; for the landlord to comply with the Act; for the landlord to make emergency repairs; for the landlord to make repairs; for the landlord to provide services or facilities required by law; to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

By the landlord: as a cross application for an Order of Possession for unpaid rent; a Monetary Order for damage to the unit and money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement and for unpaid rent; to keep the security deposit; and to recover the filing fee associated with his application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Is the tenant entitled to a Monetary Order, and for what amount?

Is the tenant entitled to any actions by the landlord as sought in his application?

Background and Evidence

The rental unit consists of a room in a multi-unit dwelling with a shared bathroom. Pursuant to a written agreement, the fixed term tenancy started on April 15th, 2011 and will end June 30th, 2011. The monthly rent is \$600.00 and the tenant paid a security deposit of \$300.00. Condition inspection reports were not completed at the start or the end of the tenancy.

In his documentary evidence, the tenant provided 30 “before and after” photographs showing the condition of the unit and submitted invoices for cleaning materials. He testified that he spent 24 hours cleaning the unit, and that there are also ongoing safety problems, specifically with the electrical. He stated that the landlord has not done any of the work or repairs he promised to do at the start of the tenancy.

The landlord testified that the tenant has not provided him access to the unit to attend to the repairs. He stated that the tenant has not completed all the work they had mutually agreed upon for rent reduction and that the tenant still owes \$85.00 which he has refused to pay.

During the deliberations, the parties agreed to an informal resolution to this dispute.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenant agreed to pay the landlord the outstanding balance of \$85.00 for unpaid rent.
- The fixed term tenancy will end June 1st, 2011 without penalty or claim against the tenant for ending the tenancy early.
- Rent for June 2011 is due on the first of the month for the full amount.
- The landlord will deduct \$85.00 for unpaid rent from the tenant's security deposit and return the security deposit to the tenant for the balance of \$215.00 within 15 days, as required under Section 38(1) of the Act.

Conclusion

In light of the above noted settlement, the landlord's 10 Day Notice to End Tenancy is set aside. All other aspects of the respective applications are hereby dismissed.

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: April 29, 2011.

Residential Tenancy Branch