

## **DECISION**

Dispute Codes      CNL, MNDC, FF, O

### Introduction

This is an application filed by the Tenant for an order to cancel a notice to end tenancy for Landlord's use of property, a monetary order request for compensation for loss of a parking stall and loss of employment income. The Tenant is also seeking an order to have the Landlord provide a mail box key. The Tenant is seeking recovery of the filing fee.

Both parties have attended the hearing by conference call and gave direct testimony.

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 concerning possession of the rental unit. Specifically, it was agreed as follows:

Both parties agreed to a mutual end to tenancy to be effective on October 31, 2011 at 1:00 p.m. The Landlord has requested and has been given an order of possession to reflect this. This mutual agreement is a result of the Landlord's 2 month notice to end tenancy for Landlord's use of the property to have the Landlord's mother reside at the rental unit. Both parties agreed that the Tenant's 1 month rent compensation would be free rent for the month of October 1- 31, 2011.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

Both parties have confirmed receipt of the notice of hearing package and evidence packages served by registered mail on July 7, 2011 by the Tenant.

The Tenant states that they were not given a copy of the signed tenancy agreement. The Landlord disputes this stating that no agreement was signed. Neither party has submitted a tenancy agreement. Both parties state that a condition inspection report for the move-in was not done.

The Tenant states that the monthly rent was \$950.00 with a \$50.00 fee for parking. The Landlord disputes this stating that the monthly rent is \$1,000.00 which includes 1 parking space.

The Tenant states that they were not given a mail box key at the beginning of the tenancy. The Landlord disputes this, but states that a ring of keys was given to the Tenant, but that she was not sure if there was a mail box key included. The Tenant is also claiming loss of income of \$600.00 due to not going to work for 3 days. The Tenant states that he took 3 days off work to look for a new rental when he originally received notice to end the tenancy from the Landlord within the first few days of the tenancy. The Landlord disputes this. The Tenant is also seeking compensation for loss of the parking space due to road work that impacted access to the parking area. The Tenant states that they were without the parking space for 2 months. The Landlord confirms this and states that the lack of parking was impacted on the entire building.

### Analysis

I am satisfied based on direct testimony of both parties that each party were properly served with the notice of hearing and evidence packages. The Landlord did not submit any evidence.

As agreed by both parties an order of possession shall be issued to the Landlord for October 31, 2011 at 1:00 p.m. The Tenant's 1 month compensation for receiving the 2 month notice to end tenancy for Landlord's use shall be free rent for October 1- 31, 2011 as agreed by both parties.

I find that on a balance of probabilities that the Tenant's did not receive a mail box key. The Landlord is ordered to provide 1 mail box key within 1 week of the hearing date to the Tenant.

The Tenant's claim for compensation for loss employment income has not been established. The Tenant has not provided any evidence of lost employment income or that the Landlord was negligent in causing this. The only evidence submitted by the Tenant was a letter from his employer stating, "J.M. took a few days off without pay at the beginning of last month to complete his move into a new residence." As such, this portion of the Tenant's claim is dismissed.

The Tenant's claim of the loss of parking is confirmed by the Landlord's direct testimony. I find that on a balance of probabilities that Tenant is entitled to

compensation for the loss of parking for 2 months. I order that the Tenant be compensated for \$100.00(\$50.00 for each of the 2 months).

The Tenant having been partially successful in their application is entitled to recovery to the \$50.00 filing fee. The Tenant has established a total monetary claim amount of \$150.00. I order that the Tenant may withhold \$150.00 from the rent due for the month September 2011.

Conclusion

A mutual end to tenancy was agreed to by both parties for October 31, 2011 at 1:00 p.m. The Landlord is granted an order of possession. The Tenant may withhold \$150.00 from the rent due for the month of September 2011. The Landlord is ordered to provide the Tenant with 1 mail box key within 1 week of the date of this hearing.

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: August 08, 2011.

---

Residential Tenancy Branch