



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OLC, RP, FF / OPC, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to 2 applications: i) by the tenant for cancellation of a notice to end tenancy / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee; ii) by the landlord for an order of possession / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

In relatively recent times the tenant has resided in each of units 304, 302 and 406, all of which are located in the same building. The tenant moved into unit 406 on or about December 16, 2011, and she presently resides there. Monthly rent of \$1,000.00 is payable in advance on the first day of the month, and a security deposit of \$500.00 was collected.

There are miscellaneous aspects to the dispute between the parties. One aspect concerns the landlord's issuance of a 1 month notice to end tenancy for cause dated December 17, 2011. Another aspect is related to a damaged window / window frame in relation to which the tenant compensated the landlord in the amount of \$200.00. Still another aspect pertains to rent which the landlord considers is still owed by the tenant in the total amount of \$204.09. As well, there are concerns arising out of the manner in which the move-in and move-out condition inspections and the related reports are completed. In summary, the various disputes have contributed to feelings of personal animosity and, at times, confrontational behaviour between the parties.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

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 resolution. Specifically, it was agreed as follows:

- that the landlord withdraws the 1 month notice to end tenancy for cause, such that the tenancy continues uninterrupted;
- that the tenant withdraws her application for dispute resolution such that the hearing scheduled to occur on March 13, 2012 at 11:00 a.m. is hereby cancelled (file # 786175);
- that the landlord withdraws the aspect of her application which concerns compensation for rent sought in the total amount of \$147.80;
- that the tenant withdraws the aspect of her concern regarding payment to the landlord of \$56.29; specifically, the tenant has paid this amount and will not pursue an application to seek reimbursement of same;
- that the landlord will undertake to ensure that the tenant is reimbursed as soon as possible in the amount of \$55.52; this arises from the difference between the amount charged to the tenant for the damaged window / window frame (\$200.00) and the actual cost (\$144.48), divided by 2;
- that the parties undertake, henceforth, to deal with each other as landlord and tenant in a cordial, respectful and professional manner.

As both parties have undertaken to make the efforts required to resolve their dispute(s), and as both parties have benefited as a result, their respective applications to recover the filing fee(s) are hereby dismissed.

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

The attention of the parties is drawn to the following particular sections of the Regulation under **Part 3 – Condition Inspections:**

Section 14: **Rental unit to be empty**

Section 15: **Tenant may appoint an agent**

Section 16: **Scheduling of the inspection**

Section 17: **Two opportunities for inspection**

Section 18: **Condition inspection report**

Section 19: **Disclosure and form of the condition inspection report**

Section 20: **Standard information that must be included in a condition inspection report**

Section 21: **Evidentiary weight of a condition inspection report**

Conclusion

The dispute between the parties is settled pursuant to the terms set out above.

The respective applications to recover the filing fee(s) 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: January 16, 2012.

Residential Tenancy Branch