

DECISION

Dispute Codes CNC, MNDC, RP,RR , FF

Introduction

This is an application filed by the Tenant for an order cancelling a notice to end tenancy for cause, a monetary order request for compensation for loss under the Act, regulation or tenancy agreement, have the Landlord make repairs to the unit, allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave 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. Specifically, it was agreed as follows:

Both parties agree to mutually end the tenancy on February 29, 2012 at or before 6:00 p.m. The Landlord shall receive an order of possession to reflect this agreement.

The above particulars comprise full and final settlement of the possession aspects of the dispute arising from this application for both parties.

Both parties also agreed that as the Tenancy is ending that the Tenant is withdrawing her application for the Landlord to make repairs.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for compensation?

Is the Tenant entitled to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

This Tenancy began on May 1, 2011 on a month to month basis as shown in the copy of the submitted signed tenancy agreement. The monthly rent is \$1,000.00 payable on the 1st of each month and a security deposit of \$500.00 was paid.

The Tenant seeks monetary compensation for \$1,000.00 consisting of \$125.00 per month for 8 months from May 1, 2011 to December 31, 2011 for repairs that were never completed, for the downgrade in cable and the Landlord not adhering to the laundry schedule. The Tenant states that the Landlord failed to make repairs of a fan exhaust hood, tightening a window, securing a door, and the repair of a bathroom wall based upon an agreed list on the condition inspection report on the move-in dated April 23, 2011. The Landlord states that all of the items listed were to be fixed as agreed by August 31, 2011, but were forgotten. The Landlord states that the fan hood was replaced by November 11, 2011. The Landlord also states that the window locked and functioned but did require repair. The Landlord has conceded that that the window was an inconvenience to the Tenant, but did not cause the Tenant any loss of use in the rental. The Landlord also states that the Tenant did not suffer any loss of cable, but an inconvenience for a 7 day period occurred when the service was being adjusted. The Landlord states that the only loss is the video on demand (for a fee) was removed from the Tenant's cable permanently. The Tenant states that she makes use of the free programs offered on this service. Both parties state that there is no written laundry schedule, but agreed that the laundry shared 3 ½ days each from 8 am to 11pm each day. The Tenant states that she has never given any written notice when the Landlord used the laundry on her days. The Landlord states that this did occur but that it was infrequent. The Landlord states that these times occurred when she understood that the laundry was not in use by the Tenant. The Tenant states that this was contrary to the agreement made.

Analysis

As both parties have attended the hearing and have made detailed reference to the evidence submitted, I am satisfied that each party has been properly served with the evidence packages.

I find that the Tenant has failed to establish a monetary claim for the \$1,000.00 sought. The Tenant has not provided any evidence of monetary loss, but has established that

the Landlord failed to complete repairs. The Landlord confirms this in her own direct testimony. An inconvenience was suffered by the Tenant in the loss of cable for 7 days, but the Landlord corrected this when advised by the Tenant. I find that a nominal award is warranted and find that the Tenant is entitled to an award of \$300.00.

The Tenant is also entitled to recovery of the \$50.00 filing fee.

Conclusion

Both parties have agreed to mutually end the tenancy on February 29, 2012 at or before 6:00 pm.

The Tenant has established a claim of \$350.00, which they can deduct as a one-time amount from their next rent payment in February 2012.

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 10, 2012.

Residential Tenancy Branch