



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDC, FF

Introduction

This hearing was scheduled in response to an application by the tenant for cancellation of a notice to end tenancy for unpaid rent / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the original fixed term of tenancy was from September 1, 2010 to August 31, 2011. Thereafter, tenancy has continued on a month-to-month basis. Monthly rent of \$946.27 is payable in advance on the first day of each month, and a security deposit of \$473.00 was collected. In addition to rent, up until December 2011 the tenant has paid \$20.00 per month for parking.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated March 2, 2012. The tenant filed an application to dispute the notice on March 5, 2012. A copy of the notice was submitted in evidence, and it documents that \$80.00 remained overdue on March 1, 2012. Subsequently, the tenant made payment of this amount on March 5, 2012. The landlord testified that \$80.00 was calculated on the basis of the tenant's failure to pay \$20.00 for parking for each of the months of December 2011, January, February & March 2012, even while he used the parking.

The parties have different recollections around oral interactions that may have taken place between them in relation to the tenant's intentions concerning parking; the tenant claims he orally informed the landlord on or about December 1, 2011 that he no longer wished to pay for, or use parking, whereas the landlord does not recall having such a

conversation. However, the tenant did acknowledge that he has made periodic and temporary use of parking since December 2011 in order to unload groceries from the car. In any event, the parties agree that no written notice to end the parking arrangement was given by the tenant to the landlord.

In his application the tenant also sets out various concerns related to a malfunctioning fridge and stove, and requests compensation as a result. Both of these appliances were ultimately replaced by the landlord.

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

Analysis

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

Section 63 of the Act speaks to **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties led to a resolution. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will provide the tenant with a copy of the written tenancy agreement;
- that the notice to end tenancy is hereby set aside, with the result that the tenancy continues in full force and effect;
- that as the tenant has now paid the \$20.00 fee for March parking, his access to parking will continue for the duration of the month and expire effective midnight, Saturday, March 31, 2012;
- that after midnight, Saturday, March 31, 2012 the tenant will be prohibited from using the parking, even on a short term / temporary basis, unless he wishes to enter into a new agreement with the landlord to resume regular monthly payment for same;

- that the landlord will reimburse the tenant in the amount of \$20.00 in consideration of the value of 1 month's parking;
- that the landlord will compensate the tenant in the amount of \$200.00 in consideration of the difficulties encountered with the fridge and stove;
- that the landlord will compensate the tenant in the amount of \$50.00 in consideration of the filing fee paid for his application for dispute resolution;
- that the above particulars comprise full and final settlement of all matters in dispute for both parties, which arise out of this tenancy and which are presently before me.

Conclusion

Following from the above, I hereby order that the tenant may withhold \$270.00 (\$20.00 + \$200.00 + \$50.00) from the next regular payment of monthly rent.

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: March 22, 2012.

Residential Tenancy Branch