



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF
 CNR OLC RP RR

Preliminary Issues

In the course of this proceeding and upon review of the Tenant's application, I have determined that I will not deal with all the dispute issues the Tenant has placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will deal with the tenant's request to set aside, or cancel the Landlord's Notice to End Tenancy for unpaid rent, and I dismiss the balance of the Tenant's claim with leave to re-apply.

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the Landlords and the Tenant.

The Landlords filed seeking an Order of Possession for unpaid rent and/or utilities and to obtain a Monetary Order for unpaid rent and/or utilities, to keep all or part of pet and or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

The Tenant filed seeking an Order to cancel a notice to end tenancy for unpaid rent.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue(s) to be Decided

1. Has a valid 10 Day Notice to End Tenancy been issued and served upon the Tenant in accordance with sections 52 and 46 of the *Residential Tenancy Act*?
2. Has the Tenant breached the *Residential Tenancy Act*, regulation, or tenancy agreement?

3. If so, has the Landlord met the burden of proof to end this tenancy, obtain an Order of Possession and a Monetary Order as a result of this breach, pursuant to sections 55 and 67 of the *Residential Tenancy Act*?
4. If not, has the Tenant met the burden of proof to have the 10 Day Notice Cancelled?

Background and Evidence

The parties agreed they entered into a fixed term tenancy agreement that began on October 1, 2008 and switched to a month to month tenancy after September 30, 2009. On September 26, 2008 the Tenant paid \$850.00 as the security deposit and \$100.00 as the pet deposit. As per the tenancy agreement rent is payable on the first of each month in the amount of \$1,700.00 and as of the February 14, 2012 dispute resolution hearing the Tenant was ordered to reduce her rent by \$150.00 per month from \$1,700.00 to \$1,350.00 per month until such time as the Landlord completes repairs to the toilet.

During the course of the hearing the parties agreed to settle this matter.

Analysis

The parties agreed to settle this matter on the following conditions:

- 1) The Landlord agrees to withdraw his monetary claim with leave to reapply at a future date; and
- 2) The parties mutually agree to end this tenancy effective May 31, 2012 at 1:00 p.m.

As this matter was settled I decline to award the Landlord recovery of his filing fee.

In support of this mutual agreement the Landlord will be issued an Order of Possession.

Conclusion

The Tenant's application for Orders to have the Landlord comply with the Act, regulation or tenancy agreement, to make additional repairs to the unit, and to allow the Tenant additional reduced rent are dismissed with leave to reapply.

The Landlord's application for Monetary Compensation for unpaid utilities, to keep the security and pet deposits, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, are dismissed with leave to reapply.

Any deposits currently held in trust by the Landlord are to be administered in accordance with Section 38 of the *Residential Tenancy Act*.

The Landlord's decision will be accompanied by an Order of Possession effective May 31, 2012, at 1:00 p.m. This Order is legally binding and must be served upon the Tenant.

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 26, 2012.

Residential Tenancy Branch