



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MNDC, OLC, ERP, PSF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the issues in dispute with one another. The tenant confirmed that the landlord handed her a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on April 30, 2012. The tenant also confirmed that she received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on her door and then left for her at her doorstep on May 4, 2012. The landlord confirmed that the tenant handed her a copy of the tenant's dispute resolution hearing package on May 8, 2012. I am satisfied that these documents were served to one another in accordance with the *Act*.

The landlord requested an end to this tenancy and an Order of Possession.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to a monetary award for losses arising out of this tenancy? Should any orders be issued against the landlord?

### Background and Evidence

This periodic tenancy was to commence on May 1, 2012. However, the tenant took occupancy of the rental unit by at least April 28, 2012, by which time the tenant had

commenced raising concerns about her access to heat, cable, internet and parking. Monthly rent was set at \$820.00, payable in advance on the first of each month. By mutual agreement, the parties decided to reduce the monthly rent to \$797.00 in exchange for the landlord's decision to exclude cable, internet, parking and on-site parking as part of this tenancy agreement. The landlord continues to hold the tenant's \$400.00 security deposit paid on March 27, 2012.

The landlord issued the 10 Day Notice for \$797.00 in rent owing as of May 1, 2012. Although the tenant applied to cancel the 10 Day Notice, the parties agreed that the landlord subsequently accepted a \$820.00 payment from the tenant in early May 2012, an overpayment of \$23.00.

The tenant's application for a monetary award of \$900.00 included amounts for the lack of an operational stove from May 2 to May 8, 2012, the lack of cable and internet, the lack of heat, the lack of parking and the landlord's removal of laundry facilities from the tenancy agreement.

### Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the issues in dispute arising from this tenancy on the following terms:

1. Both parties agreed that the tenancy will end by 5:00 p.m. on May 21, 2012, by which time the tenant will have vacated the rental unit.
2. Both parties agreed that they will be present to conduct a joint move-out condition inspection at 5:30 p.m. on May 23, 2012, after which the tenant will give the landlord all of the keys to the rental unit.
3. Both parties agreed that all monetary issues in dispute between the parties at this time will be resolved by the landlord's agreement to pay the tenant \$100.00 on May 17, 2012 and \$164.52 on May 21, 2012.
4. The tenant agreed to withdraw her application for a monetary award and to not pursue a monetary award for the items identified in her application in the future.
5. As the tenancy is ending and the tenant's concerns about the services provided by the landlord will be moot by May 21, 2012, the tenant agreed that she will not be pursuing the remaining portions of her application for dispute resolution.

6. Both parties agreed that the above terms constituted a final and binding resolution of all issues in dispute at this time arising out of this tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$264.52. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the monetary terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: May 17, 2012

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Residential Tenancy Branch