



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, RP, RR, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, money owed or compensation due to damage or loss, for the landlord to complete repairs, to allow a tenant to reduce rent for repairs and recovery of the filing fee

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began January 1, 2010 with monthly rent of \$650.00 and the tenants paid a security deposit of \$325.00.

On April 20, 2012 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

The tenant has:

- allowed an unreasonable number of occupants in the unit/site.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- caused extraordinary damage to the unit/site or property/park.

The tenant testified that there is mold in the rental unit, the tap under the sink leaks and the landlord has not completed repairs in the rental unit in a timely manner. The tenant stated that he tried to contact the landlord in February and March 2012 but got no response from him and only found out later that the landlord was out of the country. The tenant stated that instead of fixing the problems in the rental unit the landlord served him with an eviction notice.

The tenant stated that he had repeatedly notified the landlord of problems in the rental unit and that this was done by phone contact and not in writing. The tenant maintained that the excessive condensation and resulting mold was due to a building deficiency and not because of how they lived in the rental unit.

The landlord testified that they had been away when the tenant attempted to contact them about the leaking tap and mold but when they returned home they immediately went to the rental unit to complete repairs. The landlord stated that when they went to the rental unit they were shocked to see the condition of the rental unit. The landlord stated that not only are there items piled up all through-out the rental unit but that the tenants leave water boiling on the stove all day with the windows closed and the excessive condensation has damaged the drywall and caused mold to grow on the walls in the rental unit. The landlord stated that because of the damage under the sink from the leaking tap that he believes that the tap must have been leaking for at least 6 months yet the tenant never advised him of this.

The landlord stated that approximately 6 months into the tenancy the tenants asked to have the rent lowered from \$650.00 to \$600.00 and when the landlord declined the tenant commented to the landlord that *'some tenants don't pay their rent for months and there is nothing the landlord can do about it'*.

The landlord stated that he is very concerned about all the damage that has been done to the rental unit because of how the tenants live and that there may be \$10,000.00 worth of damage in the rental unit due to the excessive condensation.

The landlord stated that he would like to reach a mutual agreement to end the tenancy and after much discussion the parties reached a settlement.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenancy will come to an end **June 30, 2012 at 1:00PM**
- The tenant will clean the rental unit in accordance with the *Act* and remove all personal items from inside and outside the rental unit.
- The tenant will complete any required repairs in the rental unit not related to the issues brought forward in this application: mold and condensation in the rental unit.
- The landlord and tenant will complete a move out inspection together.

- The tenant clearly understands that is the rental unit is not thoroughly cleaned/repaired upon vacating that the landlord is at liberty to make a claim for cleaning costs and damages through this office.
- The landlord has agreed that he will not seek compensation or make a claim against the tenant for any damage related to mold and condensation in the rental unit.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the tenant's application is dismissed without leave to reapply and I decline the tenant's request to recover the filing fee paid for this application.

Conclusion

I find that the Parties have settled their dispute as outlined above.

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 14, 2012

Residential Tenancy Branch