



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNR, MNDC, RR, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent and for a monetary order for the cost of emergency repairs, compensation and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to reduce rent. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to compensation and a rent reduction? Did the tenant carry out emergency repairs?

Background and Evidence

The tenancy started on April 01, 2010. The monthly rent is \$1,700.00. In August 2010, due to a water leak, repairs were carried out in the rental unit. The tenant filed an application for dispute resolution and was awarded \$1,600.00 as compensation for the inconvenience. The tenant stated that after the work was completed, he had the carpet cleaned in November 2011, at a cost of \$148.51 and requested to be reimbursed. When the landlord refused to reimburse the tenant, he retained this amount from the rent for June 2012. The landlord served the tenant with a notice to end tenancy on June 15, 2012. At the time of the hearing, the tenant still owed this amount.

The issues were discussed at length and during this discussion, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

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 on the following terms:

- The landlord agreed to withdraw the notice to end tenancy and allow the tenancy to continue on its original terms
- The tenant agreed to pay the balance of unpaid rent in the amount of \$148.51 immediately
- The tenant agreed to drop all other claims made in this application, against the landlord
- The tenant agreed that all future communications with the landlord will be conducted in an appropriate and professional manner
- Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties

Conclusion

The notice to end tenancy is set aside and the tenancy will continue. The tenant will pay the landlord \$148.50.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

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: August 08, 2012.

Residential Tenancy Branch