



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: AAT, CNC, CNR, DRI, FF, MNDC, MNR, MT, OPT

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 Day Notice to End Tenancy was sufficiently served on the Tenant on by posting on April 3, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Landlord on April 7, 2013. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated April 2, 2013?
- b. Whether the tenant is entitled to an order cancelling a one month Notice to End Tenancy?
- c. Whether the tenant is entitled to an order disputing an additional rent increase?
- d. Whether the tenant is entitled to an order for the cost of emergency repairs?

- e. Whether the tenant is entitled to an order allowing access to the unit for the tenant and the tenant's guests?
- f. Whether the tenant is entitled to an order of Possession?
- g. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on October 1, 2004. The tenancy agreement provided that the tenant(s) would pay rent of \$1800 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$900 at the start of the tenancy. The landlord testified the present rent is \$1900 per month payable on the first day of each month.

The landlord testified the tenant owes rental arrears totaling \$7400. The tenant acknowledged responsibility for the rental arrears for some of the months but disputed other months. The tenant claimed against the landlord for a monetary order including the landlord's use of his hydro and internet. The landlord disputes the claim for hydro usage but accepted responsibility for the claim for internet usage.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy within 7 days from the date of this order and they consent to an Order for Possession being issued for that date.
- b. The Tenant shall pay to the landlord the sum of \$625.
- c. The Landlord shall retain the security deposit plus interest.
- d. The tenant releases and discharges the landlord from all claims made in the within Application for Dispute Resolution including but not limited to the claim for reimbursement of hydro and the internet.
- e. The Landlord releases and discharges the Tenant from all further claims for loss of rent.

- f. The parties agree the Tenant is responsible for removing all of the tenant's belongings including the belongings of his co-tenants in accordance with the order for Possession.
- g. The Tenant is responsible for removing the electrical fixtures his has installed in the garage.
- h. The tenant shall provide the landlord with his forwarding address when he returns the key.
- i. The parties agree this agreement does not include claims if any the landlord may have about the condition of the rental unit.

Determination and Orders

As a result of the settlement I granted an Order for Possession effective 7 days from the date of this order. The tenant must be served with this Order for Possession as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

I further ordered that the landlord shall retain the security deposit plus interest.

I further ordered that the Tenant pay to the Landlord the sum of \$625.

All remaining claims made in this Application for Dispute Resolution are dismissed.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order 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 06, 2013

Residential Tenancy Branch