



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP

Introduction

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

- 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; and
- orders to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

I heard sworn testimony from both parties that on December 20, 2013, the landlord handed the tenant(s) a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice). The landlord confirmed that the tenant(s) handed her a copy of their original dispute resolution hearing package in which they were seeking a monetary award of \$4,152.50 on December 27, 2013. The landlord said that she was handed an amended copy of their hearing package increasing the amount of the requested monetary award to \$4,907.00 on February 6, 2014. The parties testified that they had exchanged written evidence packages with one another in sufficient time to review one another's evidence and prepare for this hearing. I am satisfied that the above documents were served to one another so as to enable a fair hearing of the tenants' application for dispute resolution.

At the hearing, the landlord made an oral request for the issuance of an Order of Possession in the event that the tenants' application were dismissed. As the tenants had not applied to cancel the landlord's 10 Day Notice, I advised the parties that I could

not consider the landlord's oral request for an Order of Possession based on that 10 Day Notice.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for losses and damages arising out of this tenancy? Should any orders be issued against the landlord arising out of this tenancy?

Background and Evidence

This periodic tenancy began on January 1, 2013. Monthly rent is currently set at \$755.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$377.50 security deposit paid on December 28, 2012.

After a series of concerns were raised by the tenants about the condition of their rental unit and the reduction in services and facilities that they believe the landlord committed to provide to them when they entered into this residential tenancy agreement, the tenants withheld paying their November 2013 rent. Although the tenants did not apply to cancel that 10 Day Notice, the landlord testified that she accepted all of their subsequent rent cheques, including cheques for January and February 2014, issuing them receipts for their payment of their rent for those months.

The tenants' amended application for a monetary award of \$4,907.50 included requests for the following:

Item	Amount
Loss of Use of Refrigerator and Spoilage of Food– March 8, 2013 until May 18, 2013	\$1,500.00
Cost of Acquiring Furniture Damaged by Bedbug Infestation	400.00
Contamination of Foodstuff in Kitchen Shelves by Rodents	2,000.00
Mediation and Inhalers	89.00
Compensation for Poor Building Maintenance and Functionalities	918.50
Total Monetary Order Requested	\$4,907.50

The landlord submitted considerable written evidence to dispute the tenants' claim for compensation and their assertion that the landlord was not taken proper care to repair and maintain this rental property.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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 a resolution of all issues arising out of the tenants' application and this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2014, by which time the tenants will have vacated the rental unit.
2. The landlord agreed to forego collecting \$755.00 in rent owing for this tenancy from November 2013.
3. The tenants agreed that the landlord's agreement to forgive the payment of \$755.00 in rent for November 2013 constituted a final and binding resolution of all monetary issues currently under dispute arising out of this tenancy.
4. The landlord agreed to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent issued on December 20, 2013, which is no longer of any force or effect.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

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 by 1:00 p.m. on April 30, 2014, in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. 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: February 12, 2014

Residential Tenancy Branch

