



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRUDENTIAL PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, OLC, MNDC, PSF, RR, FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenant; to allow more time and to cancel a notice to end tenancy for unpaid rent or utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement; for the landlords to comply with the Act, regulation or tenancy agreement; for the landlords to provide services or facilities required by law; to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided; to recover the filing fee for the cost of the application from the landlords; and, for ‘Other’ issues of which none were identified by the tenant.

An agent for the landlords and the tenant appeared for the hearing and no issues in relation to the service of the hearing documents and evidence under the Act were raised by any of the parties. The landlord’s agent and tenant both provided affirmed testimony during the hearing and documentary evidence in advance of the hearing.

Analysis

At the start of the hearing, the landlord's agent confirmed that the tenant had been served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on January 8, 2014 by posting it to the door. The notice was provided as evidence and shows that the effective date of vacancy is January 21, 2014 due to unpaid rent for January, 2014 in the amount of \$1,400.00. The landlord’s agent made an oral request for an Order of Possession based on this notice to end tenancy and that fact that this amount was still unpaid by the tenant.

The tenant testified that she had received the notice to end tenancy on January 9, 2014 and as a result had amended her application for dispute resolution for a request to cancel this notice and for more time to cancel the notice. The tenant testified that she

did not pay rent because the landlords had not provided compensation for all of the disturbances that have occurred as a result of the building work and renovations which have affected the rental suite. This forced the tenant to move out for a month and incur monetary loss including lost work time whilst on a fixed income.

During the hearing, I explained to both parties the requirements of section 26 of the Act which states that a tenant must pay rent whether or not the landlord complies with the Act and that the tenant did not have sufficient evidence to prove that she had a right under the Act to make this deduction. As a result, I explained that the landlords would be entitled to an Order of Possession effective two days after service on the tenant as the effective date of vacancy had passed.

As a result, the tenant and landlord's agent indicated that they were willing to settle the dispute in full. 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 the dispute.

Both parties agreed to settle the tenant's application in full under the following terms:

1. The landlords and tenant agreed to end the tenancy on January 31, 2014. As a result, the landlords are issued with an Order of Possession which is **only** effective for 1:00 p.m. on January 31, 2014 which the landlords can serve onto the tenant **if** she fails to move out on this date and time.
2. The landlords agreed to settle the tenant's monetary claim in full by paying the tenant \$1,200.00. This compensation amount has been calculated after taking into account the tenant's non-payment for January, 2014 rent. The tenant agreed that the landlords can make the \$1,200.00 payment to the tenant at the same time the tenant's security deposit is returned at the end of the tenancy.
3. The tenant is issued with a Monetary Order for \$1,200.00 which can be served to the landlords if they fail to make the above payment in accordance with this agreement.

The landlords and tenant are cautioned that the rights and obligations for the return of the security deposit at the end of the tenancy are still in effect. Both parties are also

cautioned to keep detailed written records of any transactions that are made with regards to the above terms of this mutual agreement.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords effective **January 31, 2014 at 1:00 p.m.**

I also grant the tenant a Monetary Order in the amount of **\$1,200.00**.

These orders are final and binding on the parties and may be enforced if the above terms of the agreement are not complied with.

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: January 22, 2014

Residential Tenancy Branch

