



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, MNSD, MNDC, ERP, RP, LRE, RR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 46;
2. An Order for emergency and other repairs – Section 32;
3. An Order to recover the filing fee for this application - Section 72.
4. An Order suspending or setting conditions on the Landlord’s right to enter the rental unit – Section 70;
5. An Order allowing the Tenant to reduce rent for services/facilities agreed upon but not provided – Section 65; and
6. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit – Section 38;
4. A Monetary Order for compensation – Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matters

During the Hearing the Parties reached an agreement on the end of the tenancy and one other item as noted below in the mutual agreement. The Tenant states that none of the repairs are an emergency. As the tenancy has ended by agreement, the Tenant's claims are dismissed. The Landlord states that there are no rents owed by the Tenant and that the Tenant has not repaired damages to the unit. Given this evidence and as the tenancy has yet to end, I dismiss the Landlord's claim for unpaid rent, damages to the unit and retention of the security deposit. The Landlord has leave to reapply after the end of the tenancy for the security deposit and any damages that may be left at the end of the tenancy.

The Landlord states that the Tenant caused the loss of another renter that moved into the property on October 1, 2013. The Landlord states that this tenancy was ended by mutual agreement for November 30, 2013. The Landlord claims compensation for the ending of this tenancy.

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given that the Landlord ended the tenancy by mutual agreement, I find that the Landlord has not substantiated that the Tenant caused the Landlord any losses and I dismiss this claim.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

The following records the Parties agreement as a decision.

The Parties mutually agree as follows:

- 1. The Tenant will move out of the unit on or before 1:00 p.m. on March 31, 2014;**
- 2. The Tenant may leave a string barrier up around the Tenant's area to deter a small child from getting near a horse or horses.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

An order of possession is provided to the Landlord in order to give effect to the mutual agreement. Given the mutual agreement, I decline to consider the recovery of either of the Parties filing fee.

Conclusion

The Parties have settled the dispute.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on March 31, 2014.

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: March 17, 2014

Residential Tenancy Branch

