Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 583230 BC Ltd.
Royal Lepage City Center
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNC, MNDC, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

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. The landlords' representative at this hearing (the landlord) testified that the landlords received copies of the tenant's dispute resolution hearing package sent by the tenant by registered mail on February 22, 2014. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were deemed served with the tenant's hearing packages on February 27, 2014, the fifth day after their registered mailing.

The landlord testified that he understood that one of his colleagues was supposed to have sent the tenant a copy of the landlord's written evidence. The tenant testified that he had not received any written evidence from the landlords. The landlord did not have details as to how or when this evidence was provided to the tenant. In the absence of details regarding the landlord's provision of written evidence to the tenant, I advised the parties that I would not be able to take into consideration any of the landlord's written evidence.

At the commencement of the hearing, the tenant testified that he was planning to end his tenancy by April 30, 2014, the stated end date for his fixed term tenancy. The landlord was satisfied with ending the tenancy on that date instead of the effective date noted on the landlords' 1 Month Notice, March 1, 2014.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? Is the tenant entitled to a monetary award for damages or losses arising out of this tenancy? Is the tenant entitled to recover the filing fee for this application from the landlords?

Background and Evidence

This tenancy began as a six-month fixed term tenancy on November 1, 2013. Monthly rent was set at $1,250.00, payable in advance on the first of each month. The landlords continue to hold the tenant's $625.00 security deposit and $625.00 pet damage deposit, both paid on December 13, 2013.

The parties agreed that one of the terms of their tenancy agreement allowed the tenant to reduce his monthly rent by $250.00 in exchange for cleaning and janitorial duties the tenant was to provide. The tenant provided undisputed sworn testimony that he received a January 14, 2014 email from one of the landlord's representatives advising him that the landlords had decided to retroactively cancel the reduction provided to him for cleaning and janitorial services as of January 1, 2014. Although the landlord said that the tenant paid his January 2014 rent late, the landlord did confirm that he paid $1,250.00 in rent for January 2014.

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 settlement of the tenant's application for dispute resolution on the basis of the following final and binding terms:
1. Both parties agreed that this tenancy ends by 1:00 p.m. on April 30, 2014, by which time the tenant will have vacated the rental unit.
2. The landlords agreed to pay the tenant $300.00 by April 30, 2014.
3. The tenant agreed that the landlords' payment of $300.00 satisfies the tenant's application for a monetary award.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application for dispute resolution.

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 in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of $300.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

As this tenancy continues, the normal provisions of the *Act* apply to the tenant's security and pet damage deposits.

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: April 10, 2014

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Residential Tenancy Branch