



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, FF, MNDC, MNR, O

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 Notice to End Tenancy was sufficiently served on the tenant. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

- a. The issues to be decided are as follows:
- b. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 12, 2014?
- c. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- d. Whether the tenant is entitled to a monetary order and if so how much?
- e. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on June 1, 2010. The present rent is \$2128 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1025 at the start of the tenancy.

A dispute has arisen between the parties. The tenant testified the landlord agreed the tenant could deduct certain sums for work that he has done on the rental unit. The landlord disputes this evidence.

The Notice to End Tenancy dated July 2, 2014 alleges the sum of \$2050 is outstanding. At the hearing the landlord alleged the tenant failed to pay \$450 of the rent for January 2014 and all of the rent for April in the sum of \$2128.

The tenant claimed the sum of \$5000 on the following basis:

- The landlord agreed that he could deduct \$450 from the rent for January 2014 for work he did on the rental unit in December.
- The landlord agreed he could deduct \$1705.34 from the April rent for work that he did in March 2014.
- The above work was discounted. In this hearing the landlord claimed the full amount he would charge.
- The tenant amended his application and included a claim of \$140.70 for reimbursement of plumbing repair needed since April 1, 2014
- The sum of \$130 for cleaning costs on the basement in 2010
- \$2250 (5 months x \$450) since the landlord has denied the use of ½ of the garage and basement used to store his tools.

This is a disputed claim. The landlord denies he agreed to pay the for work he has done. He testified he has specifically told the tenant he will not pay for work done unless agreed in writing. The tenant disputes this. The hearing was acrimonious at times. However, as the hearing neared its end the landlord acknowledged that he did not want to end the tenancy provided the tenant paid the rent and the tenant stated he wanted to stay in the rental unit.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement as follows:

- a. The tenant shall pay the landlord the sum of \$850 in satisfaction the landlord's claim for non-payment of rent and loss of rent and the tenancy shall be reinstated.
- b. The landlord shall permit the tenant full access to use the basement and garage previously given to the tenant.
- c. The tenant shall obtain the prior written approval of the landlord for any work he intends to do on the rental unit in the future.
- d. This is a full and final settlement of all claims raised by the parties to the date of this hearing and each party releases and discharges the other from all other claims.

Conclusion

As a result of the settlement I ordered that the Tenant shall pay to the landlord the sum of \$850. All other claims in this application are dismissed. I further ordered that all Notices to End Tenancy given to date shall be cancelled. The tenancy shall continue with the rights and obligation of the parties remaining unchanged.

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: August 11, 2014

Residential Tenancy Branch

