



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF, RR, RP, MNDC

### 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.

The parties acknowledged sufficient service of the Notices to End Tenancy and the Application for Dispute Resolution.

The tenant filed an Amended Application for Dispute Resolution in which she made a monetary claim of \$25,000. The tenant has not particularized that claim. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy that was given by the landlord in June?

- b. Whether the tenant is entitled to an order cancelling a one month Notice to End Tenancy dated July 19, 2014?
- c. Whether the tenant is entitled to a monetary order and if so how much?
- d. Whether the tenant is entitled to a repair order?
- e. Whether the tenant is entitled to an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?
- f. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on March 14, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$800 on February 14, 2014.

A dispute has arisen between the parties over responsibility for the flooding of the basement caused by a burst hot water tank. The tenant holds the landlord responsible. The landlord disputes this claim as the tenant did not have tenant's insurance. At the end of the hearing the parties reached a settlement of some of the issues in order for the landlord to gain access to get on with the process of restoration.

### Settlement:

The parties reached a settlement of a number of issues and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The 10 day Notice to End tenancy dated June, 2014 shall be cancelled.
- b. The landlord shall provide to the tenant a cheque in the sum of \$1000 by August 21, 2014 to compensate the tenant for the cost of removing and storing the belongings.
- c. The tenants shall remove all of her belongings from the basement by August 27, 2014 and the tenant shall be responsible for any damage to the belongings that could occur in the move.

- d. The one month Notice to End Tenancy dated July 11, 2014 shall be cancelled provided the tenant removes her belongings from the basement by August 27, 2014 and gives access to the landlord's contractors to complete the restoration work.
- e. The landlord shall pay the tenant the sum of \$50 (which is one half of the cost of the filing fee paid to the Residential Tenancy Branch by the tenant) in this application.
- f. The tenant releases and discharges the landlord for all claims she has for a reduction of rent for repairs, services or facilities agreed upon by not provided including the loss of use of the basement and disruption to her living situation caused by the flood and restoration work in consideration for the payment by the landlord of \$2400 to be paid by the forgiving of the \$1600 rent for September and \$800 of the rent for October. The tenant shall provide the landlord with a post dated cheque dated October 15, 2014 in the sum of \$800 for the balance of the rent for October.
- g. The payments are made in order to facilitate the restoration and are made on a without prejudice basis to the landlord right to maintain that the landlord is not responsible for the tenants loss.
- h. The tenant's claim for a monetary order shall be severed from this application. The tenant retains the right to filed an new Application for Dispute Resolution making a monetary claim.

#### Determination and Orders

I ordered that the tenant's claim for a monetary order for damage to her belongings shall be severed from this application. The Tenant has the right to re-apply should the parties be unable to settle this matter.

I determined it was not appropriate to make any further orders at this time.

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 18, 2014

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Residential Tenancy Branch

