



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLLIERS INTERNATIONAL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD MNDC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- e) To cancel a Notice to End Tenancy for unpaid rent;
- f) To obtain a rent rebate or refund for 26 months of rent as compensation for lack of necessary repairs and promised facilities; and
- g) To recover the filing fee for this application.

SERVICE

Both parties attended the hearing and each confirmed receipt of the Notice to End Tenancy dated August 6, 2014 and of each other's Application for Dispute Resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is unpaid rent and they are entitled to an Order of Possession and a Monetary Order for rental arrears? Is the landlord entitled to recover filing fees and to retain the security deposit to offset amounts owing?

Or is the tenant entitled to relief and to recover her filing fees? Has the tenant proved on the balance of probabilities that she is entitled to compensation for lack of necessary repairs and facilities not provided as promised? If so, to how much compensation has she proved entitlement and is she entitled to recover the filing fee for this application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. This was a lengthy hearing complicated by the fact that the landlord changed property managers part way through this tenancy and there was at least one illegal rent increase that was reversed by the new management. It is undisputed that the tenancy commenced in June 2012, and a security deposit of \$937.50 was paid in May 2012. It is undisputed that the tenant has paid rent for August and September in the amount of \$4,000 but did not realize there was still a small outstanding balance of \$54. The landlord went over the rent records on the telephone and said the rent is now \$1966 a month (previously \$1996 month); there will no longer be a \$30 charge for cable as it has been terminated and notice was given to the tenants of the rent reduction of \$30 month for loss of use of this facility.

The tenant discussed the lack of repair on many items for a lengthy period of time. She provided a binder with letters and emails and photographs outlining the problems. However, she said that most of the items have now been resolved, especially after she filed her application and she was willing to consider settlement.

After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

1. **The landlord no longer requests an Order of Possession; the Notice to End Tenancy is cancelled and the tenancy continues.**
2. **The landlord will waive the outstanding rent of \$54 and compensate the tenant \$100 for her filing fee for this Application.**
3. **This Agreement settles all matters between the parties to the date of this Decision.**

In evidence is a Binder of evidence from the tenant with details of the issues for two years, the Notice to End Tenancy for unpaid rent and the tenancy agreement.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis and Conclusion:

Based on the above noted settlement agreement, I find the Notice to End Tenancy dated August 6, 2014 is set aside and cancelled. The tenancy is reinstated and

continues. In accord with the settlement, I find the tenant entitled to a monetary order for \$100 for her filing fee.

I HEREBY ORDER that the tenant may deduct \$100 from her rent for November 2014 to recover her filing fee. Her rent for November 2014 is now \$1866.00.

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: October 09, 2014

Residential Tenancy Branch

