



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, OLC, FF

Introduction

This was a hearing with respect to the tenant's application to cancel a 10 day Notice to End Tenancy for unpaid rent. The tenant applied as well for a monetary award and for an order that the landlord comply with the Act, Regulation or tenancy agreement. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord attended with her husband.

Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent be cancelled?
Is the tenant entitled to a monetary award

Background and Evidence

The rental unit is a basement suite in the landlord's house in Surrey. The tenancy began in March, 2014. There is no written tenancy agreement. The monthly rent is \$475.00. the tenant paid a security deposit of \$225.00 at the start of the tenancy.

The landlord served the tenant with a two month Notice to End Tenancy for landlord's use dated October 20, 2014. The Notice to End Tenancy requires the tenant to move out of the rental unit by December 31, 2014. The tenant has not applied to dispute this Notice to End Tenancy. The tenant did not pay rent for November; according to the landlord the tenant said he intended to consider November as his month free of rent pursuant to the two month Notice and he would then apply his security deposit as part payment of December rent and give the landlord a payment for the balance of December's rent. The landlord refused to accept the tenant's proposal and served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The 10 day Notice to End Tenancy required the tenant to move out of the rental unit by November 12, 2014. The tenant applied to cancel the 10 day Notice to End Tenancy on November 7, 2014 and this is the application that is before me at this hearing.

The tenant has not paid rent for November, or for December. He said that he was seeking a monetary award from the landlord because he has been making excessive noise and interfering with his sleep. The tenant also complained that the landlord has

cut off his access to the internet and cable services that were supposed to be included in his rent.

The landlord acknowledged that after the tenant failed to pay rent for November the landlord turned off his internet and cable services. The landlord said that she was unaware that it was a breach of the *Residential Tenancy Act* to restrict access to services because a tenant has failed to pay rent.

Analysis and conclusion

During the hearing of the tenant's application, the parties agreed to the terms of a settlement of all outstanding matters related to the tenancy and its termination. They agreed that the landlord will retain the tenant's security deposit in the amount of \$225.00 in full and final satisfaction of the tenant's obligation to pay rent for November and the reduction in November's rent will constitute full and final compensation to the tenant for the withdrawal of his cable and internet services. The tenant agreed to abandon all other claims against the landlord for compensations. The tenant's claim for a monetary award is therefore dismissed without leave to reapply. Pursuant to the agreement between the parties, the landlord is granted an order for possession effective December 31, 2014 after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

The landlord has, by agreement, retained the tenant's security deposit on account of November rent, but this will not preclude the landlord from applying for dispute resolution to claim compensation for cleaning or repairs to the rental unit if the landlord has grounds to make such a claim after the tenancy has ended.

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: December 15, 2014

Residential Tenancy Branch

