



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FF, MNDC, MNR, OPB, OPC, CNC, ERP, RP, LRE, OLC, RR

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 one month Notice to End Tenancy was personally served on the Tenant on December 27, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. 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 tenants are entitled to an order cancelling the one month Notice to End Tenancy dated December 28, 2014?
- b. Whether the tenants are entitled to a monetary order and if so how much?
- c. Whether the tenants are entitled to an order that the landlord make repairs or emergency repairs?
- d. Whether the tenants are entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?

- e. Whether the tenants are entitled to an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?
- f. Whether the tenants are entitled to an order to recover the cost of the filing fee?
- g. Whether the landlord is entitled to an Order for Possession?
- h. Whether the landlord is entitled to A Monetary Order and if so how much?
- i. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- j. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 1, 2010 and continue for one year. The present rent is \$844 per month payable on the last banking day of the previous month but the tenants are entitled to a \$50 discount if they pay on time reducing the amount owing to \$794 per month. The tenants paid a security deposit of \$399.50 at the start of the tenancy.

The parties are in a dispute over the condition of the rental unit including the failure of the furnace to work and the tense relationship between each other. The Application for Dispute Resolution filed by the tenants seeks a monetary order of \$2250. The Application for Dispute Resolution filed by the landlord seeks a monetary order of \$2897. The tenants failed to pay the rent for January.

Settlement:

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

- a. The parties mutually agree to end the tenancy on February 28, 2015.
- b. The parties request that the arbitrator issue an Order for Possession for February 28, 2015.

- c. The landlord shall compensate the tenants the sum of \$600 for their monetary claims set out in their Application for Dispute Resolution to be paid by applying that sum to the outstanding rent for January leaving a balance owing of \$244.
- d. The tenant shall pay the balance owing in rent for January in the sum of \$244 forthwith.
- e. The tenants shall pay the rent for February to be paid by the landlord retaining the security deposit in the sum of \$399.50 leaving a balance of \$394.
- f. The tenants shall pay the balance of the rent for February in the sum of \$394 as on or before the last banking day in January 2015..
- g. This is a full and final settlement of all claims filed in the parties respective Application for Dispute Resolution and each party releases and discharges the other from all further claims relating to the issues raised in these proceedings.

As a result settlement I issued an Order for Possession effective February 28, 2015. I further ordered that the landlord shall retain the security deposit in the sum of \$399.50 as part of this settlement.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: January 21, 2015

Residential Tenancy Branch

