



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, MNDC, FF

### Introduction

This hearing was set to hear the tenants' application for an order setting aside a Notice to End Tenancy for Landlord's Use and a monetary order. Both parties appeared and had an opportunity to be heard.

### Background

This tenancy commenced February 1, 1995 as a one year fixed term tenancy and has continued ever since as a month-to-month tenancy. At the start of the tenancy the monthly rent, which is due on the first day of the month, was \$1100.00. As of the date of the hearing the rent was \$1350.00 per month. The tenants paid a security deposit \$550.00 at the start of the tenancy.

At the beginning of December 2014 the tenants were served with a 2 Month Notice to End Tenancy for Landlord's Use. The effective date of the notice was March 31, 2015.

The tenants claimed \$3247.79 for repairs they had done to the rental unit. The landlord agreed to this claim.

### Agreement

The parties agreed that:

- The tenancy would end on March 31, 2015 and that an order of possession effective that date will be issued to the landlord.
- The landlord owes the tenants the sum of \$3247.79 for repairs and that the tenants will withhold payment of the January and February rent in partial satisfaction of the claim. This leaves a balance of \$547.79. The parties could not agree on a payment date for this sum so a monetary order in that amount will be issued to the tenants.
- The parties acknowledged that as the tenants have been served with a Notice to End Tenancy for Landlord's Use they are not required to pay the March rent.
- The landlord confirmed that the tenants may take the washer, dryer and stove with them when they move.

The parties were advised that the interest that had accrued on the security deposit is \$111.68.

There was some discussion about the tenants' responsibilities when vacating the rental unit. At the request of the landlord the tenants agreed to remove the playhouse that is in the yard. For all other potential questions the parties were referred to *Policy Guidelines 1: Landlord & Tenant – Responsibility for Residential Premises* and *40: Useful Life of Building Elements* as well as section 38 of the *Residential Tenancy Act*.

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 14, 2015

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Residential Tenancy Branch

