



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNR, OPR, MNR, MDSD & FF

### 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 Notice to End Tenancy was personally served on the Tenant on December 8, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on each 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 Tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated ?
- b. Whether the tenant is entitled to a repair order? Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. 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 April 1, 2014. The rent is \$800 per month payable on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy.

There is a dispute between the parties as to whether the rent was reduced. The tenant vacated the rental unit on December 28, 2014. The parties applied the security deposit to outstanding rent.

Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement as follows:

- a. The tenant has vacated the rental unit and the landlord has regained possession.
- b. The landlord does not owe any money to the tenant.
- c. The tenant does not owe any money to the landlord.
- d. Each party agrees they will not make any claims against the other and release and discharges the other from all further claims.

**As a result of the settlement I dismissed the tenant's application without leave to re-apply.**

**As a result of the settlement I dismissed the landlord's application without leave to re-apply.**

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

---

Residential Tenancy Branch

