



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC

### **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 Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on January 28, 2015. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided**

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation, or tenancy agreement?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began in 2007. The present rent is \$900 per month payable in advance on the first day of each month. The landlord holds a security deposit of \$425.

On January 12, 2015 an arbitrator granted the tenant's application for an order to cancel a 2 month Notice to End Tenancy. The arbitrator determined that the landlord failed to show that it was necessary to end the tenancy in order to obtain vacant access for the purpose of the renovation work that might be required. The decision records that the tenant was prepared to accommodate the renovation work by staying elsewhere and even storing his belongings.

The landlord wrote the tenant a letter dated January 20, 2015 advising the tenant that he would be renovating his bathroom effective the week of February 2, 2015 and asking the tenant to remove all of the contents of the bathroom, the passageway area between the entrance and the bathroom and the front hall/entrance. The tenant did not contact the landlord to discuss this matter. On January 27, 2014 the tenant filed the within application. The application states the landlord failed to make arrangements as to when the renovations would be completed. The landlord determined he was not prepared to proceed with the renovations on February 2, 2015 as he had not received the consent of the tenant.

Settlement:

At 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 tenant shall vacate the rental unit for the purpose of giving the landlord access to do the renovation work by March 2, 2015 and shall advise the landlord when he leaves. .
- b. The tenant shall remove all of the contents of the bathroom, the passageway area between the entrance, the kitchen and the bathroom and the front hall/entrance in order to facilitate the renovation work;
- c. The tenant shall remove all valuables from the rental unit;
- d. The tenant shall be responsible for storing and covering his furniture and other belongings in a location in the rental unit that will not interfere with the renovation work;
- e. The tenant shall pay the rent when due for the month of March;

- f. The tenant reserves the right to file a monetary claim against the landlord for the reduced value of the tenancy caused by the renovation work and the disruption that it has caused;
- g. The landlord reserves the right to claim against the tenant any losses incurred because the tenant failed to vacate the rental unit by February 2, 2015 as demanded by the landlord.

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: February 17, 2015

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Residential Tenancy Branch

