



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MDSD, PSF, LNR, DRI, ERP, MNDC, MNR, RP, 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 10 Notice to End Tenancy was personally served on the Tenant on February 7, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by each party was sufficiently served on the other by mailing, by registered mail to where the other party resides. 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 landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?
- e. Whether the tenant is entitled to a monetary order for the reduced value of the tenancy?

- f. Whether the tenant is entitled to a repair order or an order for emergency repairs?
- g. Whether the tenant is entitled to an order restricting access to the rental property?
- h. Whether the tenant is entitled to an order for the reimbursement of 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 August 1, 2014, continue for 6 months on a fixed term basis and become month to month after that. The rent is \$1200 per month payable on the first day of each month. The tenant paid a security deposit of \$600 at the start of the tenancy.

The tenant submits the rental property is not livable. The tenant withheld \$600 of the rent for February and has not paid the rent for March. The landlord seeks an Order for Possession and a monetary order for non payment of rent. The tenant seeks a monetary order in the sum of \$5000 for the reduced value of the tenancy.

### 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 March 9, 2015 and consent to an Order for Possession being issued for that date.
- b. The tenant releases and discharges the landlord from all monetary claims set out in his application.
- c. The landlord releases and discharges the tenant from all claims for nonpayment or loss of rent.
- d. The security deposit shall be dealt with in accordance with the Residential Tenancy Act after the tenant has vacated the rental unit.

Analysis - Order of Possession:

**As a result of the settlement I granted an Order for Possession effective 1:00 p.m. on March 9, 2015.**

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: March 06, 2015

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Residential Tenancy Branch

