



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, LAT, ATT, DRI, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act, (the "Act"), to cancel an additional rent increase, to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to allow access to (or from) the unit or site for the tenant or the tenant's guests, to authorize a tenant to change locks to the rental unit and to recover the filing fee from the landlord.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

Preliminary matter

Although the tenant listed the request for a monetary order in the amount of \$4,000.00, the tenant has not provided any particulars on this subject and did not completed a detail calculation as required.

Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings; this would include a detail calculation of the claim. Therefore, I dismiss this portion of the tenant's application with leave to reapply.

Settlement

During the hearing the parties agreed to settle the outstanding matters, on the following conditions:

1. The tenant agreed to accept the 2 Month Notice to End Tenancy for Landlord's Use of Property, issued on February 15, 2015, with a corrected vacancy date of April 30, 2015;

2. The parties agreed that the tenant has exercised their rights by giving the landlord 10 day notice to move out early and the tenancy will legally end on April 1, 2015 at 1:00pm;
3. The parties agreed that the tenant's rent is \$950.00, and the tenant only paid a portion of rent for March 2015 (\$475.00) although full rent is due;
4. The parties agreed that the tenant is entitled to receive an amount equal to one month's rent as compensation for receiving the notice. The landlord agreed to return the partial payment of rent he received from the tenant as compensation. Therefore, it is agreed that the tenant has been properly compensated under the Act as no rent for March 2015 is payable.
5. The parties agreed to meet at the rental unit on April 1, 2015 at 1:00pm to conduct the move-out condition inspection.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

As the tenancy is legally ending on April 1, 2015, I find it not necessary to consider the tenant's application to cancel an additional rent increase, to allow access to (or from) the unit for the tenant or the tenant's guest, or to authorize a tenant to change the locks to the rental unit.

Conclusion

The tenant's application for a monetary order for money owed or compensation is dismissed with leave to reapply due to insufficient particulars.

As a result of the above settlement, the tenant is granted a monetary order in the amount of \$475.00 should the landlord fail to comply with the settlement agreement. This is compensation for the tenant receiving the 2 Month Notice to End Tenancy for Landlord's Use of Property.

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 16, 2015

Residential Tenancy Branch

