



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPL, CNL, MNDC, LRE, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession pursuant to a notice to end tenancy for landlord's use of property. The tenant applied for an order to set aside the notice to end tenancy. The tenant also applied for a monetary order for compensation and for an order directing the landlord to comply with the *Act*.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

These parties attended a hearing on February 18, 2015. A copy of the decision was filed into evidence. That hearing dealt with multiple issues and included the tenant's application for services to be provided and compensation for the loss of these services.

Since the services of internet and laundry have already been dealt with, it is not necessary for me to revisit these matters.

During the hearing, the parties constantly interrupted each other and at times engaged in arguing with each other. Despite several warnings to stop this behaviour, both parties continued to be disruptive right through 86 minutes of hearing time.

Issues to be decided

Is the landlord entitled to an order of possession? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on or about June 2012. The rent was \$450.00 payable on the first of each month. There is no written tenancy agreement. As per the decision dated February 25, 2015, the tenant was granted a rent deduction to compensate for the loss of internet and laundry.

On March 02, 2015, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The effective date of the notice is May 30, 2015.

The tenant stated that her Wi-Fi modem was stolen by the landlord but she did not have any evidence to support her allegation. The tenant has made a monetary claim of \$150.00 for the loss of her modem.

The tenant has also applied for compensation for the loss of quiet enjoyment in the amount of \$800.00. The tenant testified that that she was deprived of cable and internet since March 04, 2015, but agrees that she is paying a reduced rent for the loss of these services as ordered by the Arbitrator in the previous hearing.

The tenant stated that on March 13, 2015, the landlord entered the rental unit without notice to serve the tenant with his application for dispute resolution. The tenant stated that her mother was alone at home and the landlord pushed her. The police were involved.

The tenant further added that the landlord has called the police on two other occasions to remove the furniture that he has given her. The landlord agreed that he provided the tenant with furniture and also agreed not to call the police to retrieve his furniture.

During the hearing despite the disruptions caused by both parties, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute with regard to the end of tenancy.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on June 15, 2015**. An order of possession will be issued to the landlord effective this date.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on June 15, 2015
- The landlord agreed to allow access to technical personnel with at least 24 hours written notice, for the purpose of reinstating the tenant's internet service. The tenant will be responsible for this cost.

Based on the tenant's testimony, I find that she did not prove her allegations of the theft of her Wi-Fi modem, by the landlord. I further find that the issue of services of internet and laundry has already been dealt with in the previous hearing. I find that the incident that occurred on March 13, 2015 involving an alleged assault is a matter to be taken up with the local police. Accordingly the tenant's claim for a monetary order in the amount of \$950.00 is dismissed.

As the landlord's application was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Conclusion

Pursuant to section 55(2) I am issuing the landlord, a formal order of possession effective on or before **1:00 p.m. on June 15, 2015**. The Order may be filed in the Supreme Court 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: April 15, 2015

Residential Tenancy Branch

