



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC, RR, RP, 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 10 day Notice to End Tenancy was sufficiently served on the Tenant by posting on March 9, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord on March 18, 2015 by mailing, by registered mail to where the landlord 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 tenant is entitled to an order cancelling the one month Notice to End Tenancy dated March 9, 2015?
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began in August 2010. The tenancy agreement provided that the tenant(s) would pay rent of \$1250 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$625 at the start of the tenancy.

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Act as follows:

- a. The tenant shall provide the landlord with 6 post dated rent cheques commencing May 1, 2015.
- b. The landlord shall waive his claim for the non payment of rent up to May 1, 2015.
- c. The landlord shall repair the dining room roof by May 21, 2015.
- d. The tenant deducted \$250 from the rent for August 2014. The landlord shall pay to the tenant the sum of \$600 to be used to purchase materials to fix the workshop roof. The tenant shall provide the labour (her son) to fix the workshop roof.
- e. The tenant withdraws her claim for a reduction of rent and the cost of the filing fee.
- f. The landlord shall provide the tenant with 2 gallons of paint so that she can paint the ceiling.

As a result of the settlement I ordered that the Notice to End Tenancy dated March 9, 2015 shall be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. All other claims are dismissed.

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 21, 2015

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Residential Tenancy Branch

