



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, OLC, RP, O and FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to make repairs to the rental unit; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement; for "other" and to recover fee for filing this Application for Dispute Resolution. At the outset of the hearing the male Tenant stated that the Tenant is not seeking an Order requiring the Landlord to make repairs.

The male Tenant stated that the original and the amended Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. He stated that on May 12, 2015 he personally served the Agent for the Landlord with another copy of these documents. The Agent for the Landlord stated that she did not pick up her mail in April of 2015 so she did not receive the aforementioned documents when they were mailed to her. She stated that she did receive them on May 12, 2015.

On May 12, 2015 the Tenant submitted 10 pages of evidence to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The male Tenant stated that these documents were personally served to the Agent for the Landlord on May 12, 2015. The Agent for the Landlord acknowledged receipt of these documents.

On May 05, 2015 the Tenant submitted a CD containing digital images to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The male Tenant stated that the CD was sent to the Landlord, via registered mail, on April 30, 2015. The Agent for the Landlord acknowledged receipt of the CD.

On May 11, 2015 the Landlord submitted 19 pages of evidence to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were left at the door of the rental unit on May 11, 2015. The male Tenant acknowledged receipt of these documents.

On May 12, 2015 the Landlord submitted 7 pages of evidence to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were personally served to the Tenant on May 12, 2015. The male Tenant acknowledged receipt of these documents.

Both parties were represented at the hearing and were given the opportunity to provide relevant oral evidence and to make relevant submissions.

Issue(s) to be Decided

Is the Tenant entitled to compensation for living in a rental unit that was difficult to heat and that had mould?

Background and Evidence

After extensive discussion regarding the merits of the Application for Dispute Resolution, the Landlord and the Tenant mutually agreed to resolve this dispute under the following terms:

- the tenancy will end on June 15, 2015 and the Tenant will vacate by that date;
- the Landlord will receive an Order of Possession that is effective on June 15, 2015;
- the Tenant will not be required to pay rent for June of 2015;
- the Tenant will ensure that all surface mould is cleaned from surfaces within the rental unit; and
- the Landlord will not seek any compensation for damage associated to the presence of mould, with the exception for the cost of cleaning surface mould if it is not removed from all surfaces within the rental unit by the end of the tenancy.

The female Tenant and the Agent for the Landlord agreed to the terms of this settlement agreement but, initially, the male Tenant did not. The parties were advised that the settlement agreement is binding on all parties even if the male Tenant does not agree to the terms of the agreement. This is because one tenant can make an agreement regarding compensation and/or can end a tenancy on behalf of a co-tenant. The male Tenant did eventually agree to the terms of the agreement.

Analysis

This dispute has been settled in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement reached by the parties, I grant the Landlord an Order of Possession that is effective **1:00 p.m. on June 15, 2015**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This decision is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 19, 2015

Residential Tenancy Branch

