



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      CNR, MNDC, ERP, RP, PSF, RR, MNR

### Introduction

This hearing dealt with applications from both Landlord CBBG (the landlord) and the tenant under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for unpaid rent pursuant to section 67;

In his application identifying both the landlord and the numbered company as Respondents, the tenant applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

At the hearing, the landlord made an oral request to obtain an end to this tenancy and an Order of Possession in the event that the tenant's application were dismissed.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties confirmed having received one another's dispute resolution hearing packages. The landlord testified that a copy of the landlord's written evidence package was handed to the tenant on April 18, 2015, the same date as the hearing package was handed to him. The tenant denied having received this written evidence. While we were waiting for one of the landlord's colleagues who the landlord claimed handed the evidence package to the tenant, the parties were able to settle the issues in dispute arising out of this tenancy, so there was no need for me to make a determination as to the admissibility of this written evidence.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the landlord entitled to a monetary award for unpaid rent? Is the tenant entitled

to a monetary award for damages or losses arising out of this tenancy? Should the tenant's rent be reduced? Should any other orders be issued against the landlord?

### Background and Evidence

The landlord did not dispute the tenant's claim that this tenancy with a former landlord began on or about August 31, 2012. Monthly rent was initially set at \$525.00, payable in advance on the first of each month. The landlord did not dispute the tenant's claim that the tenant paid a \$250.00 security deposit at the beginning of this tenancy.

As per an October 8, 2014 decision of Arbitrator MB, the tenant's rent for November 2014 was reduced by \$150.00. This one-time reduction in the tenant's rent was to compensate him for his loss of quiet enjoyment in his tenancy for a three month period, at a rate of \$50.00 per month.

On January 9, 2015, the parties signed a new Residential Tenancy Agreement (the Agreement), in which the tenant committed to pay monthly rent of \$475.00, by the first of each month. At the hearing, the tenant said that he thought the Agreement set his monthly rent at \$450.00. He confirmed that the Ministry of Social Development (the Ministry) looks after sending shelter assistance cheques directly to the landlord and that the amount of these cheques since January has remained at \$375.00.

The landlord's 10 Day Notice identified \$225.00 in rent owing as of March 2015, for the first three months of 2015. Neither the tenant nor the Ministry have made any additional payments to the landlord to resolve the amount identified as owing in the landlord's 10 Day Notice. The parties also confirmed that the Ministry has continued to pay the landlord \$375.00 for April and May 2015.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues arising out of their applications and in dispute in this tenancy under the following final and binding terms:

1. Both parties agreed this tenancy will end by 1:00 p.m. on May 31, 2015, by which time the tenant will have vacated the rental unit.
2. Both parties agreed to withdraw their applications for a monetary award and further agreed to not pursue any new applications for monetary awards against one another.
3. The landlord agreed to return the tenant's \$250.00 security deposit by Tuesday, May 12, 2015, to be made available to the tenant at the front desk of the landlord's office on that date.

4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues identified in their applications and arising out of this tenancy, and further committed to not initiate any new applications against one another arising out of this tenancy **provided that the parties abide by the terms of the settlement agreement as outlined above.**

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

DECISION AMENDED PURSUANT TO PARAGRAPHS 78(1)(c)  
AND 78(1.1)(a) OF THE RESIDENTIAL TENANCY ACT ON **MAY 22, 2015**  
AT THE PLACE INDICATED **IN BOLD TYPE ON PAGE 3.**

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: May 08, 2015

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Residential Tenancy Branch



