



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & 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 personally served on the Tenant on April 12, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by each party was sufficiently served on the other. 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 10 day Notice to End Tenancy?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to A Monetary Order and if so how much?
- e. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

- f. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenant took possession of the rental unit on January 15, 2015. The tenancy began on February 1, 2015. The rent is \$1300 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$650 at the start of the tenancy.

Problems arose with the upstairs tenant and the tenant felt unsafe. The tenant failed to pay all of the rent due for the months of April and May. On April 12, 2015 the landlord served a 10 day Notice for non-payment of rent. The tenant paid \$1130 the next day leaving a balance of \$170 for April. The Ministry's portion of the rent for May has been paid. The tenant testified she mailed two cheques each in the sum of \$170 to the owner on May 5, 2015 and they remain in his mailbox. The agent for the owner was unable to confirm this. The parties subsequently settled their respective claims on the basis that the tenant has fully paid the rent for April and May 2015 and the cheques will be honoured.

The Application for Dispute Resolution filed by the landlord seeks the following:

- An Order for Possession
- A monetary order in the sum of \$1600 for non-payment of rent and inconvenience;
- An order to retain the security deposit.

The Application for Dispute Resolution filed by the tenant claims compensation of \$10,000. The Monetary Order worksheet filed by the tenant makes the following monetary claims which total \$8714.42:

- Reimbursement of 4 months rent in the sum of \$5200
- Payment of a hydro bill in the sum of \$214.42
- Return of the security deposit in the sum of \$650
- Compensation for loss of bed/furniture totaling \$1500

- A bus pass for children totaling \$200
- Cost of a moving truck in the sum of \$500
- Cost of two movers in the sum of \$450
- Compensation for Stress.

Settlement:

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

- a. The parties mutually agree to end the tenancy on June 30, 2015 and they ask the arbitrator to issue an Order for Possession for that date.
- b. The parties agree the tenant is entitled to compensation in the sum of \$650 for all of the claims raised in her Application for Dispute Resolution. The compensation is to be paid by a reduction of rent for June 2015 in this sum leaving a balance owing of \$650.
- c. This is a full and final settlement of all issues with respect to this tenancy to date and each party releases and discharges the other from all further claims with respect to this tenancy with the exception of the following:
 - The tenant's possible claim for the return of the security deposit which is to be dealt with by agreement or in accordance with the provisions of the Residential Tenancy Act.
 - The landlord's possible claim for damage to the rental unit or the failure to sufficiently clean the rental unit which is to be dealt with by agreement or in accordance with the provisions of the Residential Tenancy Act

As a result of the settlement I granted an Order for Possession effective June 30, 2015. All other claims made in the Application for Dispute Resolution filed by each party are dismissed.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia 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: May 22, 2015

Residential Tenancy Branch

