



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** CNR, MNDC, RP, RR, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy for nonpayment of rent, for an order directing the landlord to carry out repairs and reduce rent and for a monetary order for compensation and for the recovery of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

At the start of the hearing the tenant informed me that he had moved out on August 31, 2015. Since the tenant has already moved out, his application to cancel the notice to end tenancy is moot. The tenancy has ended and therefore the tenant's application for an order directing the landlord to carry out repairs and reduce rent is also no longer relevant and accordingly dismissed. This hearing dealt only with the tenant's application for compensation and for the recovery of the filing fee.

The tenant had difficulty with the English language and it was extremely problematic for me to understand his testimony. This hearing was conducted with the help of the landlord and with multiple requests to the tenant to repeat his testimony,

### **Background and Evidence**

The tenancy began on January 01, 2015. The monthly rent was \$1,750.00 payable on the first of each month.

The tenant testified that sometime in the first half of May 2015, the washer started leaking and he informed the landlord. The tenant was not sure of the date of the complaint. The landlord stated that the washer was replaced on May 15, 2015 and the water damage was also taken care of.

The tenant stated that he withheld rent to cover the inconvenience he had endured and on July 15, 2015 the landlord served the tenant with a notice to end tenancy. On July 16, 2015, the tenant filed this application to dispute the notice and for compensation.

Also on July 16, 2015, the parties entered into a mutual agreement to end the tenancy effective August 31, 2015. An addendum to the agreement was also signed by both parties on July 16, 2015 and filed into evidence. One of the terms in the addendum stated that due to multiple incidents in the rental unit, the tenant would pay \$875.00 as monthly rent for the months of July 2015 and August 2015. The tenant agreed to pay a half month's rent for two months thereby receiving a total of \$1,750.00 as compensation.

The tenant argued that this compensation covered the months of July and August and he was seeking compensation for the months of May and June in the amount of \$2,500.00.

### **Analysis**

Based on the mutual end to tenancy agreement and the attached addendum, I find that the tenant agreed to accept a total of \$1,750.00 as compensation for the problems he experienced during the tenancy. Therefore I find that the tenant is not entitled to further compensation. The tenant has not proven his case and therefore must bear the cost of filing his application.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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: September 18, 2015

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Residential Tenancy Branch

