



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD, O, OLC, RP, RR

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$975.45 for damage to the rental unit as evidenced by an estimate from an electrical contractor and the cost of a furnace repair person
- b. The cost of the filing fee.

The Application for Dispute Resolution filed by the tenants makes the following claims:

- a. A monetary order in the sum of \$2061.30 including:
 - An order for rent reduction of \$600 for August 2015
 - An order for rent reduction of \$500 for September 2015.
 - An order for \$400 for loss of convenience
 - An order for \$400 for loss of quiet enjoyment
 - Reimbursement of \$141.75 for the installation of smoke detectors
- b. An order ending the tenancy
- c. The cost of the filing fee.

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. The parties acknowledged the exchange of documents.

I find that the Application for Dispute Resolution/Notice of Hearing and the Amended Application for Dispute Resolution filed by the tenant were sufficiently served on the landlord. I find that the Application for Dispute Resolution filed by the landlords was sufficiently served on the tenants on October 20, 2015.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to an order terminating the tenancy?
- c. Whether the tenants are entitled to recover the cost of the filing fee?
- d. Whether the landlords are entitled to a monetary order and if so how much?
- e. Whether the landlords are entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 1, 2015 when the parties entered into a one year fixed term written tenancy agreement. The rent is \$2500 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$1250 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 Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on November 30, 2015.
- b. The parties request the arbitrator issue an Order for Possession for November 30, 2015.
- c. The landlords release and discharge the tenants from all claims for loss of rent for the remaining unexpired portion of the fixed term tenancy.
- d. The landlords release and discharge the tenants from all monetary claims set out in their Application for Dispute Resolution.
- e. The tenants release and discharge the landlords from all monetary claims set out in their Application for Dispute Resolution.
- f. The tenants shall leave the light fixture they installed and the light fixture they replaced in the rental unit when they vacate for the landlords use.
- g. The tenants warrant they shall not change the rental unit.
- h. The tenants shall give the landlords access to show the rental unit to prospective tenants provided the landlords give proper notice.
- i. The security deposit shall be dealt with in accordance with the Residential Tenancy Act.

As a result of the settlement I granted an Order for Possession effective November 30, 2015.

The tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

At the request of the parties I have pasted the provisions of the Residential Tenancy Act giving notice to enter.

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;

- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
 - (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
 - (d) the landlord has an order of the director authorizing the entry;
 - (e) the tenant has abandoned the rental unit;
 - (f) an emergency exists and the entry is necessary to protect life or property.
- (2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Conclusion

The settlement of the parties was recorded. As a result of the settlement I granted an Order for Possession effective November 30, 2015.

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: November 04, 2015

Residential Tenancy Branch

