



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, MNSD, RR, OPR, MNR, FF

Introduction

In the first application, the tenant seeks to cancel a ten day Notice to End Tenancy for unpaid rent dated October 21, 2015 and for damages for hotel costs, repairs she had attended to, the cost of a refrigerator, the cost of medications, the cost of evidence copying, registered mail costs, overpayments of rent, for clean up fees at the start of the tenancy and for recovery of deposit money.

In the second application the landlord seeks an order of possession pursuant to the ten day Notice and a monetary award for unpaid rent from October 2015 and loss of rental income from November and December 2015.

In a previous proceeding, noted on the cover page of this decision, tenant obtained a monetary award of \$640.00 against the landlord.

To their credit, the parties were able to achieve a settlement of their dispute at this hearing.

It was agreed that the tenancy will end by mutual agreement on January 31, 2016. The landlord, who is the applicant Ms. S.S., will have an order of possession for one o'clock in the afternoon on that date.

The tenant will pay the landlord the amount of \$2000.00 by money order or certified cheque sent by mail to the landlord's address shown on the tenant's application for dispute resolution, as confirmed at hearing. The mail is to be postmarked no later than December 23, 2015. That amount is agreed to be full payment for all outstanding rent claimed by the landlord and for all rent up to the end of January 2016 and takes into account the monetary award from the earlier proceeding.

If the tenant fails to make the aforesaid payment it will be treated as non-payment of rent, and the landlord may issue another ten day Notice to End Tenancy for unpaid rent.

The tenant's claims made in the application and any and all claims she might have brought prior to the date of this hearing are, by agreement, dismissed without leave to re-apply.

The tenant noted at hearing that the furnace in the rental unit appears to have ceased working. The landlord has thus been formally notified of the complaint and acknowledges she is bound to investigate it and, if the circumstances require, remedy any problem with the furnace. The tenant is free to apply for dispute resolution or take other lawful steps, if the failure of the furnace has not been caused by her or her invitees and if it is not repaired in a timely fashion.

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: December 17, 2015

Residential Tenancy Branch

