



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, ERP, FF, MNDC, RP, RR, OPL

Introduction

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

- a. An order cancelling a 2 month Notice to End Tenancy for landlord use of Property.
- b. An order for emergency repairs
- c. A monetary order in the sum of \$625.
- d. An order for repairs.
- e. An order to reduce rent for repairs, services or facilities agreed upon but not provided.
- f. An order to recover the cost of the filing fee.

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

- a. An order for Possession
- b. A Monetary order in the sum of \$800
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. The tenant's application was set for May 27, 2016. The landlord's application was set for June 13, 2016. I did not have the landlord's file in my possession at the time scheduled for the Tenant's hearing. The landlord had filed evidence with the Branch that he not reached the file. The issues in both files were related. I ordered that the tenant's application be adjourned and set for hearing at the same time as the landlord's file. 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 2 month Notice to End Tenancy was personally served on the Tenant on April 20, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by each party was sufficient served on the other.

Preliminary Matters:

On June 13, 2016 the tenant stated that he was no longer interested in disputing the two month Notice to End Tenancy. He stated he could not wait for the disposition of this hearing relating to the two month notice given that his application had been adjourned. He has found alternative accommodation. As a result I ordered that his application to cancel the 2 month Notice to End Tenancy be dismissed.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession effective June 30, 2016.

Section 51(1) provides that where a landlord serves a 2 month Notice to End Tenancy on the Tenant the Tenant is entitled to the equivalent of one month rent. Normally the tenant would not pay the last month rent. However, in this case the tenant paid the rent for the month of June. The parties agreed that I could add the tenant's application for the equivalent of one month rent as part of his monetary claim.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order for the reduced value of the tenancy and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to a monetary order and if so how much?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on August 14, 2014. The present rent is \$875 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$437.50 at the start of the tenancy.

The monetary claims relate involve a determination as to who is responsible for the bedbug problem faced by the Tenant. The tenant testified he had to throw out furniture costing \$625 because of the bedbugs. He takes the position that the bedbugs came into his suite from adjoining units. He also seeks compensation in the sum of \$786 for the reduced value of the tenancy for 3 months caused by the bedbugs and the cost of the filing fee. The landlord disputes this claim. He submits the bedbugs were brought into the unit because of roommates the tenant brought in. The landlord seeks compensation in the sum of \$800 for the cost of treating the bedbugs.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement as follows:

- a. The parties mutually agree to end the tenancy on June 30, 2016.
- b. The landlord shall pay to the Tenant the sum of \$1761 (\$875 for the equivalent of one month rent under section 51(1) of the Act, \$786 for the reduced value of the tenancy for 3 months and \$100 for the cost of the filing fee).
- c. This is a full and final settlement of all issues raised in the parties respective Application for Dispute Resolution.
- d. This settlement does not include the tenant's claim for the return of the security deposit and the landlord's claim for the failure to clean, damage to the rental unit and loss of rent for over holding if any which are specifically excluded from this settlement and will be dealt with in accordance with the Residential Tenancy Act.

Orders and Cost of Filing fee

As a result of the settlement I granted an Order for Possession effective June 30, 2016.

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.

I ordered the landlord(s) to pay to the tenant the sum of \$1761. All other claims in the respective applications are dismissed.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: June 13, 2016

Residential Tenancy Branch