



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

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

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$2743 for unpaid rent and damages
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

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

- a. An order to cancel the 10 day Notice to End Tenancy which is undated and not signed.
- b. A monetary order in the sum of \$3039
- c. An order that the landlord provide services or facilities required by law
- d. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- e. An order that the tenant recover the cost of the filing fee

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. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order 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 retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

On May 1, 1992 the parties entered into a tenancy agreement in writing that provided the tenant would pay rent of \$960. The tenants acted as the caretaker for the rental property and a few years later the tenants took responsibility for renting the downstairs suite and paid the landlord rent in the sum of \$1645.

In the late winter or early spring 2016 the landlord agreed the tenants could stay a couple of more years. Shortly thereafter the landlord served a two month Notice to End Tenancy on the Tenants. The corrected 2 month Notice set the effective end of tenancy dated as May 31, 2016. The tenants vacated the rental unit on May 25, 2016. The tenants did not pay the rent for April and May 2016. The parties agreed the tenants were entitled to the equivalent of one month rent free because they were served with a two month Notice to End Tenancy.

There are a number of disputes between the parties including the following:

- Whether the rent is \$960 for the upstairs suite only or \$1645 for the entire house.
- Whether the tenants are entitled to interest on the security deposit in accordance with the tenancy agreement at 3.5% per year or whether they are entitled to interest in accordance with the Residential Tenancy Act Regulations
- Whether the tenants are entitled to compensation for the cost of material, supplies and appliances purchased by the tenants and installed in the downstairs rental unit.

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 landlord shall pay to the tenants the sum of \$1377.50.
- b. Payment shall be by certified cheque, bank draft, money order or cash and delivered to North Shore Community Resources, Capilano Mall, Suite 201 – 935 Marine Drive, North Vancouver, B.C. V7P 1S3 Attention: Tanis Boxer.

- c. Upon delivery of the certified cheque, bank draft or money order the agent for the Tenant shall deliver the original receipts of the materials, supplies and appliances installed in the downstairs suite.
- d. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

Analysis - Monetary Order and Cost of Filing fee:

As a result of the settlement I ordered that the Landlord pay to the Tenants the sum of \$1377.50. All other claims raised in the two Applications for Dispute Resolution 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 10, 2016

Residential Tenancy Branch