



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

Both parties attended the hearing and the tenant confirmed personal service of the Notice to End Tenancy dated July 1, 2016 to be effective September 1, 2016 and the landlord confirmed receipt by registered mail of the tenant's Application. I find the documents were legally served for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for landlord's use of the property pursuant to section 49;
- b) An Order that the landlord comply with the Act;
- c) To reduce rent pursuant to sections 27 and 65 of the Act for facilities not provided as promised;
- d) To recover the security deposit and obtain an extension of date for any Order of Possession; and
- e) To recover the filing fee for this application.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that they need in good faith to end the tenancy in order to have the property for their own use or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Has the tenant proved facilities were not provided as agreed? If so, to how compensation is he entitled?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 1, 2014, rent is \$675 a month and a security deposit of \$325 was paid in September 2014. The landlord served a Notice to End Tenancy to reclaim the unit for their own use. The tenant said he had also lost the use of the laundry for about 10 days total in July, August and September 2016 because of the dispute.

The parties had turned their minds to settlement of the dispute and the tenant said he was prepared to vacate as he had found a place, if certain conditions were met. He paid rent for August and September so wanted compensation according to sections 49 and 51 of the Act plus the refund of his security deposit. As he would only occupy the unit until September 16,

2016, he also requested a refund of the balance of September rent. The parties agreed to settle as follows:

**Settlement Agreement:**

1. The tenant will vacate on September 16, 2016 and the landlord will receive an Order of Possession for that date.
2. The tenant will receive a monetary order for \$1315.00 in full compensation for the refund of his security deposit (\$325), one month's free rent pursuant to section 51 of the Act (\$675) and the balance of his September 2016 rent ((\$675-360= \$315).
3. This agreement settles all matters between the parties in respect to this tenancy.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

Based on the above noted settlement agreement, I find the landlord entitled to an Order of Possession effective September 16, 2016. I find the tenant entitled to a monetary order for \$1315.

**Conclusion:**

I grant the landlord an Order of Possession effective September 16, 2016. I grant the tenant a monetary order for \$1315 in full compensation as agreed.

I give the landlord leave to reapply for compensation for rental loss or damages, should the tenant not vacate as agreed.

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 07, 2016

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Residential Tenancy Branch