



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC

Introduction

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

- a. An order to cancel the one month Notice to End Tenancy dated October 31, 2016
- b. A monetary order in the sum of \$685.

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.

I find that the one month Notice to End Tenancy was personally served on the Tenant on October 31, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on November 5, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated October 31, 2016?
- b. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

The tenancy began approximately 5 years ago. The tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$325 at the start of the tenancy.

The tenant testified in the summer of 2015 the parties agreed that the rent would be reduced by \$150 per month provided the tenant cut the grass. The tenant cut the grass for 5 months at the reduced rent but decided it was too hard on his lawnmower and refused to continue to do so.

The tenant admits he has not paid the rent for December. The landlord stated he has not paid the rent for November and December. The tenant stated he will be moving out at the end of December 2016.

Grounds for Termination:

The Notice to End Tenancy alleges "The Tenant is repeatedly late paying rent."

The Tenant's monetary claim seeks the following:

- \$100 for lack of hot water for 3 weeks
- \$60 for rat traps and sounders
- \$50 to install a door
- \$300 for the purchase of a lawn mower
- \$175 loss of heat because of the poor condition of the heating ducts.

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) as follows:

- a. The parties mutually agree to end the tenancy on December 31, 2016.
- b. The parties request that the arbitrator issue an Order for Possession for December 31, 2016.
- c. The tenant releases and discharges the landlord from his monetary claims.
- d. The landlord releases and discharges the Tenant from claim for non payment of rent for November and December.
- e. The issue of the return of the security deposit, whether there is damage to the rental unit and whether the tenant has sufficiently cleaned the rental unit shall be dealt with in accordance with the Residential Tenancy Act after the tenant has vacated.

Determination and Orders:

As a result of the settlement I granted an Order for Possession effective December 31, 2016. All other claims in this application are dismissed without leave to re-apply.

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.

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 21, 2016

Residential Tenancy Branch