



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, DRI, ERP, FF, MNDC, MNR, RP, RR

Introduction

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

- a. An order to cancelling the two month Notice to End Tenancy dated October 1, 2016,
- b. An order disputing a rent increase that does not comply with an increase permitted by the Residential Tenancy Act.
- c. An order that the landlord make emergency repairs.
- d. An order that the landlord make repairs
- e. An order for a monetary order in the sum of \$10,500
- f. An order the landlord reimburse the tenant the cost of emergency repairs
- g. An order that the landlord comply with the Act, regulations and/or the tenancy agreement
- h. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- i. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- j. An order to 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.

I find that the two month Notice to End Tenancy was personally served on the Tenant on October 1, 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 October 14, 2016.

Preliminary Matters:

The Application for Dispute Resolution sought a monetary order in the sum of \$10,500. The monetary order worksheet filed by the tenant claimed compensation in the sum of \$27, 119. The tenants have not amended their Application for Dispute Resolution. I advised the tenant that as the Tenant had not amended her Application for Dispute Resolution, I was limited to considering her claim up to a maximum of \$10,500. The tenant stated she would reduce her claim for not being able to use the upper deck from \$23,600 claimed to the amount that would total \$10,500.

I also dismissed the Tenant's claim of \$20 for a Accessible Parking Pass and \$175 for physiotherapy as those claims relate to her personal injury claim which is being pursued in civil court.

Issue(s) to be Decided

The issues to be decided are set out in the tenants' in the Application for Dispute Resolution.

Background and Evidence

The tenancy began on December 26, 2011 when the parties entered into a 5 year fixed term tenancy that was to end on December 31, 2016. The rent was \$1200 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$600 at the start of the tenancy. The landlord demanded a rent increase and the tenant has paid an additional \$50 per month for rent and \$30 per month for water for a total of \$80 per month commencing June 1, 2016. The landlord testified that she intends to move into the rental unit. The tenant injured herself on the landlord's property and has brought a claim in civil court for compensation for her personal injuries.

Settlement:

The landlord disputes all claims. At 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 parties mutually agree to end the tenancy on March 31, 2017.
- b. The parties request that the arbitrator issue an Order for Possession for March 31, 2017.
- c. The Tenants shall be entitled to remain the in the rental unit from December 1, 2016 to March 31, 2017 rent free in considerations for their claims set out in this application and their entitlement to the equivalent of one month rent under section 51 of the Act for being served the two month Notice to End Tenancy.

- d. The Tenants shall continue to pay the gas and electric bill which is in their name to the utility companies and shall pay the landlord \$30 per month for the water bill starting December 1, 2016 and on the first day of each month thereafter until the tenancy ends.
- e. Subject to this settlement Tenants discharge and release the landlord from all claims made in this Application for Dispute Resolution.
- f. Subject to this settlement the Landlord discharges and releases the Tenants from all claims for non-payment of rent for the period December 1, 2016 to March 31, 2017.
- g. The security deposit and any possible claims by the landlord for damages to the rental unit or the failure to clean shall be dealt with in accordance with the Residential Tenancy Act at the end of the tenancy.
- h. The Tenants withdraws their claim for a repair order and agree that it is not necessary for the landlord to make repairs to the deck and stairs given it is the winter season.
- i. This settlement has no effect on the claim brought by the Tenant against the landlord in civil court for personal injuries.

As a result of the settlement I granted an Order for Possession effective March 31, 2017.

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.

Conclusion

In summary I granted an Order for Possession effective March 31, 2017. All other claims are dismissed.

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 01, 2016

Residential Tenancy Branch