



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, 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 \$1404 for 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 Tenants makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated December 2, 2016
- b. An order that the landlord make emergency repairs
- c. An order to recover the cost of the filing fee.
- d. A monetary order in the sum of \$1765
- e. An order to recover part or all of the security deposit and/or pet damage deposit.
- f. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- g. An order that the landlord make repairs
- h. An order for the reduction of rent for repairs, services or facilities agreed upon but not provided.

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 10 day Notice to End Tenancy was served on the Tenants by posting on December 2, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. There was a problem

with the service of the Amended Application for Dispute Resolution and accompanying evidence on the landlord and that material was not served 2 weeks prior to the hearing.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated December 2, 2016?
- b. Whether the tenants are entitled to an order that the landlord make emergency repairs
- c. Whether the tenants are entitled an order to recover the cost of the filing fee.
- d. Whether the tenants are entitled to a monetary order and if so how much?
- e. Whether the tenants are entitled to recover part or all of the security deposit and/or pet damage deposit.
- f. Whether the tenants are entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement
- g. Whether the tenants are entitled to an order that the landlord make repairs
- h. Whether the tenants are entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided.
- i. Whether the landlord is entitled to an Order for Possession?
- j. Whether the landlord is entitled to A Monetary Order and if so how much?
- k. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- l. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on January 1, 2016. The rent is \$1200 per month payable on the first day of each month. The tenants paid a security deposit of \$600 at the start of the tenancy.

The tenants gave a one month Notice to End Tenancy and vacated the rental unit prior to the end of December. The rent for December has been paid.

The landlord seeks a monetary order in the sum of \$1404 for alleged damage to the hot water heater and furnace. The Amended Application filed by the Tenants seeks a monetary order in the sum of \$1765 for the reduced value of the tenancy caused by a back up of the kitchen sink that occurred in late November. Both claims are contested by the other party.

Settlement:

During the settlement 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 security deposit in the sum of \$600.
- b. The parties request the arbitrator to issue a monetary order in this sum.
- c. 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 \$600. All remaining claims filed by both parties are dismissed without leave to re-apply.

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: January 17, 2017

Residential Tenancy Branch