



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC ERP LAT AAT MNDC MNSD RP RR FF

Introduction

Both parties attended the hearing and gave sworn testimony. The One Month Notice to End Tenancy for Cause is dated March 20, 2017 to be effective April 20, 2017. The effective date on the Notice is automatically corrected to April 30, 2017 pursuant to section 53 of the *Residential Tenancy Act* as a one month Notice to End Tenancy for cause must give a full month's notice and end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement according to section 45 (1) (b). The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution and amendment and also served it by registered mail. The landlord agreed he received it. 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 cause pursuant to section 47;
- b) To compensate the tenant for the withdrawal of necessary facilities contrary to section 27 of the Act;
- c) To order the landlord to comply with the Act and repair pursuant to sections 32 and 33 and only enter in accordance with section 29;
- d) To allow the tenants to change the locks pursuant to section 31(3);
- e) To obtain a rent rebate for repairs not done; and
- f) To recover the filing fee for this Application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or is the tenant entitled to any relief?

Has the tenant proved on the balance of probabilities that repairs were not done and they are entitled to compensation and to orders to repair? If so, to how much compensation are they 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 November 1, 2016 on a fixed term expiring November 1, 2017. Rent is

\$2700 a month and a security deposit of \$1350 was paid. The landlord served a Notice to End Tenancy for the following reasons:

- a) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- b) The tenant seriously jeopardized the health, safety or lawful right of another occupant or the landlord.

The landlord's testimony centered on the difficulty that his agent was experiencing in showing the house to prospective purchasers.

The tenants claim \$9600 refund of rent because of all the problems they encountered in the home. The landlord said he had received no written requests or work orders to have most of the repairs done and when he did have a request, he responded quickly to correct the problem.

After spending over an hour discussing the main issues, the parties suggested they would like to explore settlement. After some negotiation, the parties decided voluntarily to settle on the following terms and conditions:

Settlement Agreement:

1. The parties agree to end the fixed term tenancy as of June 30, 2017.
2. The tenants will pay rent for May and June and vacate on June 30, 2017 and the landlord will receive an Order of Possession effective on that date.
3. The landlord will compensate the tenants in the amount of \$5400 (representing 2 months rent refund) as soon as they vacate and the tenants will receive a monetary order for that amount.
4. The security deposit will remain in trust to be dealt with pursuant to section 38 of the Act after the tenants vacate.
5. This agreement will settle all matters between the parties in respect to this tenancy.

The parties took some time to discuss and negotiate and confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood this full and final settlement of the matter.

Included with the evidence is a Notice to End Tenancy, a copy of a lease, emails and photographs. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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Analysis:

Pursuant to the above noted settlement agreement, I find the tenancy is at an end on June 30, 2017 and the landlord will receive an Order of Possession effective on that date. The tenants will pay rent for May and June 2017.

Pursuant to the above noted settlement agreement, I find the tenants entitled to a monetary order for \$5400 after they vacate.

I decline to deal with repair or access requests and orders, as the tenancy is ending and the matters have been settled.

Conclusion:

The parties settled the matter. Pursuant to the settlement terms and sections 55 and 67 of the Act, I find the landlord entitled to an Order of Possession effective June 30, 2017 and the tenant entitled to a monetary order for \$5400. The security deposit remains in trust to be dealt with according to section 38 of the Act after the tenants vacate.

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: April 19, 2017

Residential Tenancy Branch