



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, MNDCT, PSF, RP, RR

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “*Act*”) for an Order for emergency repairs, a Monetary Order for damages or compensation, an Order for the Landlord to provide services or facilities required by the tenancy agreement or *Act*, an Order for regular repairs, and an Order to reduce the rent for repairs, services or facilities agreed upon but not provided.

Two agents for the Landlord and legal counsel for the Landlord were present at the teleconference hearing, as was the Tenant and a representative for the Tenant. The parties were affirmed to be truthful in their testimony and confirmed that the Notice of Dispute Resolution Proceeding package and the evidence of each party was exchanged as required. I find that the documents were duly served in accordance with Sections 88 and 89 of the *Act*.

Issues to be Decided

Is the Tenant entitled to an Order for emergency repairs?

Is the Tenant entitled to a Monetary Order for damages or compensation?

Should the Landlord be ordered to provided services or facilities required by the tenancy agreement or the *Act*?

Is the Tenant entitled to an Order for regular repairs?

Is the Tenant entitled to reduce the rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

At the outset of the hearing, legal counsel for the Landlord brought forth evidence submitted by the Landlord. The evidence was a handwritten note dated July 6, 2018 and signed by the Tenant, an agent for the Landlord and a witness.

The note states the following:

'I, (name of Tenant), have received my security deposit in the amount of \$315 and I have vacated my unit in (address of building) under the agreement that I will no longer pursue monetary compensation for disputes with the landlord'

An agent for the Landlord provided testimony that the content of the note was explained to the Tenant verbally prior to the Tenant signing.

The Tenant provided testimony that when he signed the letter he thought he was agreeing to the return of his security deposit only, not extinguishing his right to apply for further monetary compensation regarding the tenancy. The Tenant testified that the note was not explained to him when he signed.

The Tenant was in agreement that he vacated the rental unit, but stated that he moved out on July 1, 2018.

Analysis

I accept the testimony of both parties that the tenancy has ended and therefore find that an Order for emergency repairs, an Order for the Landlord to provide services or facilities, an Order for regular repairs, and a reduction in rent are no longer relevant claims given that the tenancy has ended. These claims of the Tenant are dismissed without leave to reapply.

I also accept the note dated July 6, 2018 that is signed by the Tenant stating that he will not seek further monetary compensation from the Landlord.

While the Tenant stated that he did not understand what he was signing, I acknowledge his testimony that it was his signature on the document and therefore find that it was his

responsibility to fully understand what he was signing before doing so. I also accept the affirmed testimony of an agent for the Landlord that the document was explained to the Tenant verbally at the time of signing.

Therefore, I find that the note dated July 6, 2018 is evidence of a contract signed by both parties and the signatures on the note indicate that the terms were read and understood by all parties prior to signing.

As the Tenant agreed in writing on July 6, 2018 to not pursue further monetary claims against the Landlord after the return of his security deposit, I find that his claims for a Monetary Order for compensation cannot proceed either. This claim is dismissed without leave to reapply.

Conclusion

The Tenant's application is dismissed in its entirety, without leave to reapply.

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: July 25, 2018

Residential Tenancy Branch