



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNCT, RP, RR

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 June 28, 2018?
- b. An order for a monetary order in the sum of \$2625
- c. A repair order
- d. 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. During the hearing the parties engaged in negotiations and reached a settlement.

I find that the one month Notice to End Tenancy was served on the Tenant placing it in her mail slot on June 30, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on July 9, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling a one month Notice to End Tenancy dated June 28, 2018?
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- d. Whether the tenant is entitled to a monetary order?

Background and Evidence:

The tenancy began on July 1, 2016 when the parties entered into a written tenancy agreement that provided that the Tenant would pay \$1500 per month in advance on the first day of each month. The tenant(s) paid a security deposit of \$750 at the start of the tenancy. The present rent is \$1555.

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 parties consent to an order cancelling the one month Notice to End Tenancy dated June 28, 2018 and agree to the reinstated of the tenancy.
- b. The landlord shall pay to the Tenant the sum of \$225 (for three \$75 late fees which are contrary to the Act and Regulations) such sum may be deducted from future rent.
- c. The landlord shall repair the leaking pipes and remediate the mould in the storage area and provide the tenant with greater access by September 12, 2018.
- d. The Tenant releases and discharges the landlord from her monetary claim with the exception of the \$225 as provided above.

Determination and Orders:

As a result of the settlement I ordered that the one month Notice to End Tenancy dated June 28, 2018. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. I further order that the landlord pay to the Tenant the sum of \$225 such sum may be deducted from future rent. I further order that the landlord shall repair the leaking pipes and remediate the mould in the storage area and provide the tenant with greater access. I dismissed the remaining claims brought by the Tenant without liberty to re-apply.

This decision is final and binding on both parties.

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: August 15, 2018

Residential Tenancy Branch