



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, OLC, AAT, FFT

Introduction

On December 2, 2018, the Tenants applied for dispute resolution under the *Residential Tenancy Act* (“the Act”), seeking a rent deduction; an order that the Landlord comply with the Act; and for the Landlord to allow access to the unit.

The matter was scheduled as a teleconference hearing. The Tenants attended the hearing; however, the Landlord did not.

The Tenant, Mr. D.S. testified that he personally served the Landlord with the Notice of Dispute Resolution Proceeding documents on December 7, 2018. I find that the Landlord was served with Notice of the hearing and failed to attend.

At the start of the hearing I introduced myself. The Tenants were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The dispute description within the Tenants’ Application for a rent reduction indicates the Tenants are seeking compensation for loss of use of a deck and a loss of quiet peaceful enjoyment due to renovation.

I find that the Tenants application is clear that they are seeking a rent reduction and compensation for damage or loss under the Act. The Tenants' application is amended to include a request for money owed of compensation for damage or loss under the Act, regulation or tenancy agreement.

The Tenants testified that they moved out of the rental unit on January 1, 2018.

Issues to be Decided

- Are the Tenants entitled to a rent reduction for loss of use of the rental unit?
- Are the Tenants entitled to compensation for damage or loss?

Background and Evidence

The parties testified that the tenancy began in November 2016. The Landlord purchased the rental property in June 2018. The Tenants were to pay the Landlord monthly rent in the amount of \$1,600.00 by the first day of each month. The Tenants paid the original Landlord a security deposit of \$725.00 and a pet damage deposit of \$725.00.

The Tenants testified that they had concerns regarding renovations and enjoyment of the rental property so they decided to end the tenancy and move out. The Tenants testified that they reached an agreement with the Landlord that they did not have to pay the rent owing under the tenancy agreement for the month of December 2018.

The Tenants testified that based on the agreement they reached with the Landlord they are satisfied with the compensation they have received and they are not looking to pursue their application for additional compensation.

The Tenants have withdrawn their application for a rent reduction and compensation for damage or loss.

Conclusion

The Tenants testified that they are satisfied with the compensation they have received from the Landlord and they are not looking to pursue their application for additional compensation.

The Tenants' application is dismissed in its entirety.

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 15, 2019

Residential Tenancy Branch