

DECISION

Dispute Codes CNC, MNDC, OLC, ERP, RP, PSF, LRE, OPT, LAT, RR, O

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy for cause, a monetary order request for compensation for loss under the Act, action by the Landlord to comply with the Act, make emergency repairs for health or safety reasons, make repairs to the unit, provide services or facilities required by law, suspend or set conditions on the Landlord's right to enter the rental unit, obtain an order of possession of the rental unit, authorize the Tenant to change the locks to the rental unit, allow the Tenant to reduce rent for facilities agreed upon but not provided.

Both parties attended the hearing by conference call and gave testimony.

At the beginning of the hearing both parties came to an agreement to mutually end the tenancy.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties have mutually agreed to end the tenancy on August 31, 2011 at or before 1:00 p.m.

The Tenant, C.C. has indicated during the hearing that he is withdrawing the remainder of their applications except for an order to allow the Tenant to reduce rent for \$450.00 per month until the end of the Tenancy.

Issue(s) to be Decided

Is the Tenant entitled to an order to reduce rent?

Background and Evidence

This Tenancy began on May 1, 2011 on a month to month basis for \$650.00 rent per month payable on the 1st of each month. A security deposit of \$325.00 is held by the Landlord.

The Tenant is seeking a rent reduction of \$450.00 per month. The Tenant C.C. has stated that this is an arbitrary amount. The Tenant states that the log cabin is infested with bugs and that the only place free of them is in the bedroom. The Tenant reported the bug problem on June 3, 2011 to the Landlord.

The Landlord disputes the Tenant's claim stating that when they were informed of the bug issue, that this was a normal occurrence in the area, but that the amount of bugs was higher than normal. The Landlord states that the Tenant's moved in on April 11, 2011 and was given 3 weeks of free rent to decide if the log cabin was suitable. The Landlord states that the cabin was built in 1933 and has cedar chinking that was installed in the 1970's. The Landlord states that the cabin was rented to the Tenant in an "as is" condition. The Tenant has stated that the chinking was inadequate. The Landlord states that after the Tenant's complaint in June of bugs that the entire June rent was refunded to the Tenant as a form of compensation. The Tenant's have confirmed this in their evidence. The Landlord's have sold the property to new owners.

As of the date of the hearing, the Landlord states that the Tenant has failed to pay rent for July 2011. The Tenant states that they have an agreement with the new owners to end the tenancy and not pay rent for the remainder of the tenancy. The Landlord's witness, D.N. (new owner) disputes this stating that no such agreement exists. The Tenant states that it was a verbal agreement, but has no evidence to support it.

Analysis

As both parties have attended the hearing and have referred to the other party's evidence, I am satisfied that both have been properly served with notice of hearing and evidence packages.

The Tenant's application to reduce rent by \$450.00 per month is an arbitrary amount without support set by the Tenant. The Tenant has not lost the use of the cabin. The Tenant is inconvenienced by the presence of bugs throughout the cabin except the bedroom. The Landlord has given evidence that it is common for the bugs to be present in this region at this time of year. The Landlord's statement that the cabin is a 78 year old log cabin was disclosed to the Tenant and that the cabin's living condition is in keeping with the age. I find the Landlord's action to refund the entire June rent of \$650.00 a proper response to the Tenant's bug issue. As such, no further action is required and the Tenant's application is dismissed. The Tenant shall pay the regular monthly rent in accordance with the signed tenancy agreement.

Conclusion

The Landlord is granted an order of possession by mutual agreement.
The Tenant's application to reduce rent is dismissed.

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 07, 2011.

Residential Tenancy Branch