



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, RP, LRE, CNR, MNDC, OPR, MNR, MNDC & FF

Introduction

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. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on May 29, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on June 6, 2014. I find the Application for Dispute Resolution filed by the Tenant was sufficiently served on the Landlord. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy?
- b. Whether the tenant is entitled to an order for emergency repairs or repairs
- c. Whether the tenant is entitled to a monetary order and if so how much?
- d. Whether the tenant is entitled to recover the cost of the filing fee?
- e. Whether the landlord is entitled to an Order for Possession?
- f. Whether the landlord is entitled to A Monetary Order and if so how much?
- g. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

There is considerable dispute on the evidence. The parties agreed the tenancy would commence on April 15, 2014. However, the landlord testified the rent was \$1500 per month payable on the fifteenth of each month. The tenant testified the rent was \$1400 per month payable on the fifteenth of each month. The landlord testified she agreed to reimburse the tenant \$50 for the hydro for the use of a room in the basement. The tenant disputed this. Neither party produced a written tenancy agreement. The tenant gave the landlord a cheque of \$750 for a security deposit but there have been insufficient funds in the tenant's account for the landlord to cash it.

The landlord testified the tenant failed to pay the rent commencing April 15, 2014 and for the following 3 months. The tenant testified he gave the landlord cash of \$1400 prior to moving in on the 15th of April but the landlord refused to give a receipt. The tenant acknowledged he did not pay the rent for the period May 15 to June 14 and June 15 to July 15. He testified the parties agreed he could deduct his costs incurred in removal of garbage, cleaning and painting. The landlord agreed to some of these costs but not all.

The landlord seeks a monetary order in the sum of \$5000 for non payment of rent and the failure to pay the security deposit.

The tenant seeks a monetary order in the sum \$2575. .

Settlement:

At the end of the hearing 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 mutually agree to end the tenancy on July 15, 2014 and they request the arbitrator issue an Order for Possession for that date.
- b. The tenant shall remove his appliances from the rental unit by July 15, 2014 including a white fridge, washer and dryer. He shall leave the landlords' appliances.
- c. The landlords release and discharge the tenant from all claims for rent to July 15, 2014.
- d. The landlords shall destroy the cheque for the security deposit.
- e. The tenant releases and discharges the landlords from all claims he may have against the landlord to the date of this hearing including but not limited to any potential claim for work done on the rental unit, garbage removal, cleaning, painting and the poor condition of the rental unit.
- f. The parties acknowledges this settlement does not release the tenant from any claims the landlord may have for damage to the rental unit caused by the tenant or the failure to clean when the tenant leaves and the landlords retain the right to make such a claim if the rental unit is not left in a satisfactory condition..

As a result of the settlement I granted an Order for Possession effective July 15, 2014 a copy of which is enclosed. All other claims raised in both Applications for Dispute Resolution are dismissed without liberty to re-apply.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 09, 2014

Residential Tenancy Branch

