



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated August 5, 2017
- b. A claim to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.
- c. An order to recover the cost of the filing fee.

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. The parties reached a compromise settlement and they asked that I record the agreement.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on August 5, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail on August 14, 2017. 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 10 day Notice to End Tenancy dated August 5, 2017?
- b. Whether the Tenant is entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided.
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

On May 19, 2017 the parties entered into a one year fixed term tenancy agreement. The rent was \$2000 per month payable in advance. The tenant paid a security deposit of \$1000 at the start of the tenancy.

The rent for August was paid prior to the service of the Notice to End Tenancy. However, the tenant has not paid the rent for September.

The landlords filed a claim that is set for hearing on October 24, 2017. The landlords testified they have monetary claims against the tenant that total approximately \$4100 and this does not include claims to clean and repair damage to the interior of the home. The claims include nonpayment of the rent for September in the sum of \$2000, the failure to pay utility costs and the failure to maintain the property. The tenant disputes the landlords' claim.

The tenant testified he has claims against the landlord because the landlords cut the water to the rental unit in September. The landlords also allowed a Recreational Vehicle occupied by a third party onto the property without the consent of the tenants and breached the covenant of quiet enjoyment. The landlords dispute the tenant's claim.

Settlement:

During the hearing the parties voluntarily reached a comprehensive settlement and they asked that I record the settlement as follows:

- a. The parties mutually agree to end the tenancy at 9:00 p.m. on September 27, 2017.
- b. The parties request that the arbitrator issue an Order of Possession for 9:00 p.m. on September 27, 2017.
- c. The landlords shall retain the security deposit in the sum of \$1000.
- d. In addition the Tenant shall pay to the Landlords the sum of \$1050 by certified cheque, bank draft or money order on or before 9:00 p.m. on September 27, 2017 to satisfy all claims the landlords have against him..
- e. The tenant represents he will leave the rental unit in the same condition as he found it when he took possession.
- f. The landlords shall cancel the Application for Dispute Resolution which they filed against the tenant and is set for hearing on October 24, 2017 at 11:00 a.m.
- g. This is a full and final settlement of all claims and each party releases and discharges the other from all claims they have against the other relating to this tenancy.

Determination and Orders:

As a result of the settlement I granted an Order of Possession effective 9:00 p.m. on September 27, 2017.

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.

Monetary Order and Security Deposit:

I ordered the landlords shall retain the security deposit of \$1000. In addition I further ordered that the Tenant shall pay to the Landlords the sum of \$1050 by certified cheque, money order or bank draft by 9:00 p.m. on September 27, 2017.

This decision is final and binding on the 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.

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Dated: September 25, 2017

Residential Tenancy Branch