



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the issues in dispute with one another. The landlord's Property Manager (the landlord) confirmed that the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on March 14, 2012. I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary Order for losses arising out of this tenancy? Should an order be issued to the landlord requiring the landlord to comply with the *Act*, the regulations or the tenancy agreement? Is the tenant entitled to recover her filing fee from the landlord?

Background and Evidence

This one-year fixed term tenancy commenced on September 1, 2011. Monthly rent is set at \$875.00, payable in advance on the first of each month. The tenant is also presently responsible for a \$30.00 monthly parking charge. At the hearing and in her written evidence, the tenant testified that she no longer has a car and will no longer require a parking space for April 2012. The landlord continues to hold the tenant's \$437.50 security deposit paid on August 28, 2011.

The tenant's applied for a monetary Order of \$1,500.00 plus recovery of her filing fee. Her application included a request for compensation of \$1,000.00 for deficiencies in her

tenancy and for her loss of quiet enjoyment resulting from the landlord's actions and a monetary award of \$500.00 for a damage deposit which she hoped to use to secure accommodation elsewhere. The tenant also requested a copy of her residential tenancy agreement which she maintained she has never been provided by the landlord.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues in dispute between them at this time under the following terms:

1. Both parties agreed that this tenancy will end as of 1:00 p.m. on April 30, 2012, and the tenant will yield vacant possession of the rental unit by that time.
2. The landlord agreed to not pursue any monetary issues arising out of their mutual agreement to end this tenancy prior to the end of the tenant's fixed term.
3. The landlord agreed to forego any outstanding late fees incurred by the tenant for previous months of this tenancy.
4. The landlord agreed to provide the tenant with a copy of her signed residential tenancy agreement by 5:00 p.m. on March 29, 2012.
5. The tenant agreed to withdraw her application for a monetary Order.
6. Both parties agreed that the monthly rent for April 2012 will be \$875.00.
7. Both parties agreed that if the tenant returns her key to the parking garage before April 1, 2012, the tenant will not be charged for parking during April 2012 and the landlord will return the tenant's \$50.00 parking key deposit within 15 days.
8. Both parties agreed that any new issues arising out of this tenancy will be addressed in writing between the tenant and the landlord's Property Manager, Mr. SM.
9. Both parties agreed that this settlement constituted a final and binding resolution of all issues in dispute at this time arising out of this tenancy and that neither party will submit a new application for dispute resolution regarding issues in dispute at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should

the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 29, 2012

Residential Tenancy Branch