



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC OLC RR FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, an Order to have the Landlord comply with the Act, regulation, or tenancy agreement, to allow the Tenant reduced rent for repairs, services or facilities agreed upon but not provided, and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Have the parties agreed to settle these matters?

### Background and Evidence

The parties agreed they entered into a written tenancy agreement that began on February 1, 2012 and switched to a month to month tenancy after July 31, 2012. Rent is payable on the first of each month in the amount of \$1,330.00 and on January 10, 2012 the Tenant paid \$665.00 as the security deposit and \$500.00 as the pet deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

The parties agreed to settle these matters on the following terms:

- 1) The Tenant agrees to withdraw his application for dispute resolution; and
- 2) The parties agreed the Tenant will have full use of the entire patio during all times the Owner is away from the property; and
- 3) The Agent agrees to e-mail the Tenant in advance advising the Tenant of the Owners pending arrival and length of stay; and
- 4) The Tenant agrees to remove all possession on patio that are in front of the media room window, (in direct sight of the yard), during the time period the Owner is at the property; and
- 5) The parties agreed the Tenant will pay a reduced rent of \$1,230.00 for August 1, 2012 rent (\$1,330.00 - \$100.00) as full compensation regarding these matters.

### Conclusion

The application has been withdrawn and the parties agreed to settle these matters in accordance with section 63 of the *Residential Tenancy Act*.

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: August 01, 2012.

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Residential Tenancy Branch