



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC AAT O

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to allow access to (or from) the rental unit or site for the tenant or the tenant's guests, and "other" which the tenant described as restricting the access of the landlord's son to the rental unit.

The tenant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed receiving the evidence package from the other party and that the parties had the opportunity to review the evidence prior to the hearing. I find the parties served their evidence onto the other party in accordance with the *Act*.

Preliminary and Procedural Matters

The tenant's monetary claim relates to damage to the tenant's teeth allegedly caused by the landlord's son. The tenant's claim is premature as the tenant stated that he has not yet suffered a monetary loss and was unsure of the exact amount of his monetary claim. Therefore, **I dismiss** the tenant's monetary claim **with leave to reapply** as the tenant's monetary claim is premature. The tenant is at liberty to reapply once a monetary loss has been incurred and that amount is known.

The tenant requested to withdraw the portion of his application relating to access to (or from) the rental unit for the tenant or the tenant's guests as the tenant stated that he included that in his application in error.

Settlement Agreement

During the hearing, the parties agreed to settle their issues relating to restricting the landlord's son from the rental unit area, on the following conditions:

1. The landlord agrees that her son will not be permitted to return to reside in any of the two other bedrooms (the tenant is renting the third bedroom) within the rental unit area of the basement for the remainder of the tenant's tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the landlord to comply with the settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 18, 2013

Residential Tenancy Branch

