



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary award of \$15,000.00 for compensation for losses or damages under the *Act*, regulation or tenancy agreement. 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 arising out of the tenant's application and this tenancy with one another. Landlord SL (the landlord) confirmed that on September 3, 2013, the landlord's representative received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail. The tenant confirmed that he received a copy of the landlord's written evidence package, the only written evidence submitted by either party for this hearing. I am satisfied that the parties served the above documents to one another in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses and damages arising out of this tenancy?

Background and Evidence

This periodic tenancy for rent-geared- to income housing commenced on January 1, 2005. The tenant's current monthly rent as of February 1, 2013 was set at \$407.00, payable in advance on the first of each month.

Although the tenant applied for a monetary award of \$15,000.00, he wished to talk about other issues of concern to him about this tenancy. The landlord noted that the landlord had offered the tenant alternate housing in the same complex, but the tenant had thus far chosen to remain where he was living.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the tenant's application and the issues in dispute between them under the following final and binding terms:

1. Both parties agreed that this tenancy will end by November 15, 2013, by which time the tenant will have vacated the rental unit.
2. The landlord agreed to enter into a new tenancy with the tenant commencing on November 15, 2013, for Unit 36 in the same rental complex as where he is currently residing and under the same terms and conditions as those that are in effect for his current tenancy.
3. The tenant agreed to withdraw his current application for a monetary award of \$15,000.00, and furthermore agreed that he will not initiate any further application(s) for a monetary award arising out of his tenancy in Unit 62.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy 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. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant 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: October 10, 2013

Residential Tenancy Branch

