



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT BETWEEN BOTH PARTIES

Dispute Codes CNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to both Parties' applications for Dispute Resolution. The landlord applied for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application. The tenant applied to cancel the Notice to End Tenancy for unpaid rent; for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement; for an Order for the landlord to comply with the *Act*, for an Order for the landlord to make emergency repairs for health or safety reasons; for an Order allowing the tenant to reduce their rent; and to recover the filing fee from the landlord for the cost of this application.

Through the course of the hearing I assisted the parties in reaching an agreement in settlement of each Party's claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The Parties agree that the tenant owes rent of \$2,700.00 for April, May and June, 2014.

- The Parties agree the landlord will compensate the tenant the amount of \$1,380.00 for having to deal with the issues of bedbugs, the loss of earnings and loss of personal property due to bedbug treatments;
- The Parties agreed the tenant will deduct the amount of \$1,380.00 of her compensation from the unpaid rent making an amount due to the landlord for rent of \$1,320.00;
- The tenant agrees to make a payment to the landlord today June 03, 2014;
- The Parties agree that the tenant will continue to reside in the rental unit and will pay rent of \$900.00 on July 01, 2014;
- The Parties agree that if the tenant finds alternative accommodation the tenant will provide proper written notice to the landlord;
- The Parties agree to both withdraw their applications including the 10 Day Notice to End Tenancy.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of each Party's claims.

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: June 03, 2014

Residential Tenancy Branch

