



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, ERP, RP, FF*

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs and for the recovery of the filing fee. The tenant applied for a monetary order for compensation for inconvenience and costs incurred due to the repairs of a water leak and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant made application on December 12, 2014 and the landlord made application in January 2015, in response to the tenant's application. A hearing date is set for May 22, 2015, to hear the landlord's application. Since the applications are related I offered to hear both during this hearing and the parties agreed.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs? Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy started in October 2010 and ended in August 2013. The tenant is claiming compensation for an incident involving a water leak that occurred on September 18, 2012. The events surrounding the water leak incident were discussed in detail.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to withdraw her application in full and final settlement of all monetary claims against the landlord
2. The landlord agreed to withdraw her application in full and final settlement of all monetary claims against the tenant
3. Both parties agreed that the hearing scheduled for May 22, 2015 will be cancelled pursuant to the above terms of this agreement
4. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, the applications of both parties are dismissed in their entireties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their own applications.

Conclusion

The applications of both parties are dismissed without leave to reapply.

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: January 14, 2015

Residential Tenancy Branch

