



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding INTERLINK REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNDC, OLC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agent, ES ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed that she is the property manager for the landlord company named in this Application and that she had authority to represent the landlord company as an agent at this hearing. The tenant testified that she appears at this hearing also as an agent for the two other tenants that are currently residing in the rental unit.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' Application.

The tenant confirmed receipt of the landlord's written evidence package on July 3, 2015, which the landlord said was sent by way of courier mail on June 30, 2015. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's written evidence package. The tenant testified that she had no objection to proceeding with the hearing and me considering the landlord's written evidence package at this hearing and in my decision, despite the fact that she did not receive it at least 7 days prior to this hearing as per Rule 3.15 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The tenant confirmed that she had reviewed all of the landlord's written evidence, prior to this hearing. Given the tenant's consent, I advised both parties during the hearing, that I would be considering the landlord's written evidence package at this hearing and in my decision.

### Issues to be Decided

Is the tenant entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to recover the filing fee for this Application from the landlord?

### Background and Evidence

The landlord testified that this tenancy began on November 14, 2014 for a fixed term of one year, after which the landlord has the option to renew the agreement. Monthly rent in the amount of \$1,450.00 is payable on the first day of each month. A security deposit of \$725.00 was paid by the tenant and the landlord continues to retain this deposit.

Both parties agreed that a previous hearing was held between these parties regarding this tenancy on March 3, 2015, after which a decision was made by a different Arbitrator, on the same date. The file number for that hearing appears on the front page of this decision. Both parties provided a copy of this decision with their written evidence for this hearing. During the previous hearing, a settlement was reached between the parties. One of the settlement terms was that "the landlord agreed to ensure the bedroom ceiling, with patches of popcorn finish, is repaired on or before May 01, 2015." The tenant stated that the landlord did not fulfill this term, while the landlord testified that the tenant did not remove furniture from the room in order for the work to be completed.

In her Application, the tenant seeks compensation of half a month's rent of \$725.00 for the landlord's failure to fulfill the above settlement term. The tenant also seeks \$25.00 for having to put stop payments on two rent cheques after the last Arbitrator's orders reducing her rent, after which she had to issue new rent cheques to the landlord. The tenant also seeks \$11.59 for the registered mailing of her Application to the landlord.

### 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 the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed to mutually end this tenancy effective on October 1, 2015, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that this hearing and settlement agreement is sufficient notice of the tenant's intention to vacate the rental unit by October 1, 2015;
3. Both parties agreed that the tenant will only provide 30 days' written notice to the landlord to end this tenancy, in the event that she intends to vacate the rental unit prior to October 1, 2015;
4. The tenant withdrew her entire Application for a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement, and authorization to recover the filing fee for this application from the landlord.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood that the terms of this settlement agreement are legal, final, binding and enforceable, which settle all aspects of this dispute.

#### Conclusion

The tenant's Application for a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement, and authorization to recover the filing fee for this application from the landlord, is withdrawn.

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: July 09, 2015

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Residential Tenancy Branch

