



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, OLC, MNDC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A tenant's Order for Possession
- b. A monetary order in the sum of \$1200 plus moving costs and reimbursement for time and materials spent on the house
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on November 27, 2015. I find that the Amended Application for Dispute Resolution was personally served on the landlord on January 5, 2016.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a tenant's Order for Possession?
- b. Whether the tenant is entitled to a monetary order and if so how much?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on September 1, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$1200 per month payable in advance on the first day of each month. The tenant(s) did not pay a security deposit.

The tenant vacated the rental unit on January 15, 2016 and he no longer wishes to reside there.

The Amended Application for Dispute Resolution filed by the Tenant seeks a monetary order for \$1200, the cost of moving and reimbursement for time and materials spent on the house.

The landlord alleged she has a monetary claim against the tenant for non payment of rent and damages to the rental unit.

Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The tenant releases and discharges all claims has against the landlord.
- b. The landlord releases and discharges all claims she has against the tenant.
- c. This is a full and final settlement of all claims with each party has against the other with respect to this tenancy.

As a result of the settlement I ordered the application of the tenant be dismissed without liberty to re-apply.

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 19, 2016

Residential Tenancy Branch

