



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, O, FF

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated July 14, 2016 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, NA ("landlord") and the tenant and her agent, HB (collectively "tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he had authority to represent the landlord named in this application, as an agent at this hearing. The tenant confirmed that her agent had authority to speak on her behalf at this hearing. This hearing lasted approximately 50 minutes in order to allow both parties to present their submissions and negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the Act, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

At the outset of the hearing, the tenant confirmed that her application for an order requiring the landlord to comply with the Act, *Regulation* or tenancy agreement and for other unspecified remedies, related to a monetary claim. The tenant said that she was seeking two months' rent compensation from the landlord for humiliation. The tenant confirmed that she did not apply for any monetary orders in her application, nor did she

provide any details or amounts regarding a monetary claim in her application. The landlord said that he did not know the tenant was intending to make a monetary claim at this hearing as he was not given any notice about it.

Accordingly, I notified the tenant that she would be required to file a new application for dispute resolution if she intended to pursue a monetary claim against the landlord in the future. The tenant did not apply for a monetary order or provide any details in her application and the landlord did not have notice of the tenant's monetary claim in order to respond at this hearing. I cautioned the tenant that she had to apply specifically for a monetary order and provide details in her application, including a breakdown of the amounts sought, and evidence to support the monetary claim. Therefore, the tenant's application for an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement and for other unspecified remedies, is dismissed.

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 a portion of their dispute.

Both parties agreed to the following final and binding settlement of a portion of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2016, by which time the tenant and any other occupants will have vacated the rental unit.

These particulars comprise the full and final settlement of a portion of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settles a portion of this dispute.

The parties were unable to reach a settlement with respect to the \$100.00 filing fee that the tenant paid for this application. The filing fee is a discretionary award that it usually issued to a successful party after a full hearing on its merits. As this matter settled and I was not required to have a full hearing on its merits, I find that the tenant is not entitled to recover \$100.00 filing fee.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2016. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2016. 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.

The landlords' 1 Month Notice, dated July 14, 2016, is cancelled and of no force or effect.

The tenant's application for an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, for other unspecified remedies and to recover the \$100.00 filing fee, is dismissed.

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: September 08, 2016

Residential Tenancy Branch