



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF (Landlords' Application)  
CNR, MNR, ERP, RP, LRE, RR, O (Tenant's Application)

### Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by Tenant and the Landlords.

The Tenant applied for the following reasons: to cancel a notice to end tenancy for unpaid rent; for the cost of emergency repairs; for the Landlords to make emergency repairs to the rental unit; for the Landlords to make repairs to the rental unit, to suspend or set conditions on the Landlords' right to enter the rental unit; to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and for "Other" undisclosed issues. The Tenant amended her Application to increase her monetary claim.

Both parties appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application. The parties also confirmed receipt of each other's evidence which was served prior to the hearing. The hearing process was explained to the parties and they had no questions about the proceedings.

At the start of the hearing, the parties confirmed that the tenancy had ended and the only matter to be dealt with in this hearing was the parties' monetary claims made against each other. As the remaining issues on the parties' Application were moot because the tenancy had ended, I proceeded to hear the parties' monetary claims. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute. 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.

After the parties had finished providing their evidence relating to their monetary claims, I offered the parties an opportunity to settle the dispute by mutual agreement. The parties

were also informed that they could leave the matter to be decided by my decision based on the evidence before me. It was explained to the parties that any agreement between the parties on mutual settlement would only be made on the basis of voluntary agreement and that the parties were being offered mutual resolution only as an option for resolution of this dispute.

The parties discussed resolution by settlement and agreed voluntarily that this was the best form of resolution in this matter.

#### Settlement Agreement

1. The Tenant agreed to pay the Landlords \$650.00 in monetary compensation in full and final satisfaction of the both Applications.
2. The Tenant agreed that the Landlords may also keep her security and pet damage deposit.
3. The Landlords are issued with a Monetary Order in the amount of \$650.00. This can be enforced if the Tenant fails to make payment to the Landlords.
4. The Tenant is to ensure that she retains documentary evidence of the payment made to the Landlords to meet the terms and conditions of this agreement.

This agreement and order is fully binding on the parties and is in full and final satisfaction of this dispute and the Applications before me. The parties confirmed their agreement and understanding of resolution by mutual settlement both during and at the conclusion of the hearing. Both files are now closed

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 30, 2016

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Residential Tenancy Branch