



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANDALL NORTH ESTATE SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

A hearing was convened based on the tenant's application dated January 8, 2017 (the "Application") under the *Residential Tenancy Act* (the "Act"). The tenant originally sought an order that the landlord comply with the Act, regulations, or tenancy agreement pursuant to s. 62(3), an order that the landlord make repairs pursuant to s. 32, a monetary order for loss under the Act, Regulation, or tenancy agreement pursuant to s. 67, and authorization to recover the filing fee for this application, pursuant to s. 72.

At the outset of the hearing the parties advised that the repairs at issue had been made, and the tenant narrowed his claim to compensation for loss of use and return of the filing fee.

Both parties attended the hearing. The landlord was represented by a property manager and an owner. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below. Accordingly, I have made no findings of fact.

1. The tenant withdraws the Application.
2. The landlord will pay \$450.00 (representing compensation for loss of use and return of the application filing fee) to the tenant no later than February 6, 2017.
3. The tenant will direct all correspondence concerning the tenancy to the property manager (although the tenant may respond to correspondence from the owner).

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

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

Dated: February 03, 2017

Residential Tenancy Branch