



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

RR, MNDC, FF

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, a rent reduction, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on February 28 or February 29, 2017 the Application for Dispute Resolution and the Notice of Hearing were personally delivered to the Landlord's business office. The Landlord acknowledged receipt of these documents.

On May 13, 2017 the Tenant submitted 18 pages of evidence and a USB to the Residential Tenancy Branch. The Tenant stated that this evidence was delivered to the Landlord's business office approximately one month ago. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On May 31, 2017 the Landlord submitted 18 pages of evidence to the Residential Tenancy Branch. The Building Manager stated that this evidence was served to the Tenant, via registered mail, on May 12, 2017. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Preliminary Matter

Although the Tenant does not communicate fluently in English, I am satisfied that he understood these proceedings and that he was able to understand the issues discussed at the hearing. In particular, I am satisfied that the Tenant understood that he was not obligated to reach a settlement agreement and that he understood the settlement agreement was legally binding.

Issue(s) to be Decided:

Are the Tenants entitled to compensation for deficiencies with the rental unit?

Background and Evidence:

After considerable discussion regarding problems with the rental unit the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the fixed term tenancy will end, by mutual consent, on June 30, 2017;
- the Landlord will not make any claim for lost revenue for any period after June 30, 2017; and
- the Landlord will not make a claim for liquidated damages.

Both parties declared that they understood this settlement agreement was final and binding, and that they voluntarily entered into the agreement.

Analysis:

The issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion:

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 31, 2017

Residential Tenancy Branch