



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, O, FF; DRI, MNDC, FF

Introduction

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

- a monetary order for damage to the rental unit, pursuant to section 67;
- other unspecified remedies; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for his application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 69 minutes in order to allow both parties to negotiate a full settlement of these claims.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

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. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that they and any occupants or guests that they permit at the rental property will be mindful of their own noise level and try to be quieter particularly between the hours of 11:00 p.m. and 6:00 a.m., for the remainder of this tenancy;
2. Both parties agreed to engage in respectful communication with each other and to limit communication between 9:00 a.m. and 9:00 p.m. each day, unless there is an emergency;
3. Both parties agreed to continue this tenancy under the terms of the original written tenancy agreement until it is ended in accordance with the *Act*;
4. The tenant agreed to remove his mattress from the patio at the rental property;
5. The tenant agreed to move the refrigerator electrical cord from the patio ground and secure it in a safe, raised area above ground;
6. The tenant agreed to move his patio barbeque to a safe distance from the wall;
7. The tenant agreed to abandon his monetary application for parking costs of \$1,800.00;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications;

These particulars comprise a full and final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute.

During the hearing, I notified the landlord that I did not have jurisdiction to hear his monetary application for \$3,500.00. I informed him that he would be required to deal with his home insurance company and the tenant's automobile insurance company as well as the police, regarding an alleged accident involving the tenant's stolen vehicle hitting the landlord's house. The tenant stated that he reported the stolen vehicle to the police and both parties confirmed that they had talked to their automobile and home insurance companies regarding the above claim.

Since both parties settled this matter and it did not proceed to a full hearing on the merits such that I had to make a decision, I find that neither party is entitled to recover their filing fee from the other party. Therefore, each party must bear the cost of the \$100.00 filing fee paid for their own application.

Conclusion

Both parties must bear the cost of the \$100.00 filing fees paid for their applications.

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: June 21, 2017

Residential Tenancy Branch