



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BELMONT PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, O

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- other unspecified remedies.

The landlord's agent, SW ("landlord"), the landlord's lawyer and the 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 she was the managing director for the landlord company named in this application and that she had authority to represent it as an agent at this hearing. The landlord confirmed that her lawyer had permission to speak on her behalf at this hearing. Of note, both the landlord and the tenant have the same first name and surname, as indicated on the front page of this decision.

This hearing lasted approximately 74 minutes in order to allow both parties to negotiate a full settlement of this application and in order to answer the tenant's questions and explain the settlement process and consequences to the tenant.

The landlord's lawyer confirmed receipt of the tenant's application for dispute resolution 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.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add a monetary order for compensation for damage or loss under the *Act*, *Regulation* or

tenancy agreement, as per section 67. The tenant confirmed that she mistakenly did not apply for this relief but she included a monetary order worksheet in her application and an increase in the monetary claim in her late written evidence. The landlord's lawyer confirmed that she had no objection to me considering the tenant's late evidence and increase in monetary claim, at this hearing. As this matter settled between the parties, I was not required to consider the evidence in any event. Both parties confirmed that this was a full and final settlement of all the tenant's monetary claims regarding the conditions noted below.

### 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 and an order. 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 currently under dispute at this time:

1. The landlord agreed to pay the tenant \$3,645.00 by way of a cheque to be sent by registered mail by June 9, 2017;
2. The tenant agreed to cease operating her business from the rental unit and building immediately as of June 2, 2017 and for the remainder of this tenancy;
3. The tenant agreed that she will not advertise the rental unit and building address as her business address and she will not advertise or post signs advertising her business inside the rental unit and building;
4. The tenant agreed to bear the cost of the \$100.00 application filing fee paid for this application;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing;
6. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to the issues in conditions #1, #2 and #3 above.

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

The tenant confirmed that she agreed and understood that she could not pursue the same claims settled in this application, at the Provincial Court of British Columbia and the Supreme Court of British Columbia, as it would amount to a double recovery. I notified both parties that I did not have jurisdiction to deal with the above Courts at this hearing. The landlord agreed that she would provide a copy of this decision to the Courts if the tenant attempted to make any similar claims at the Courts.

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$3,645.00. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #1 of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #1 of the above monetary agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

In order to implement the above settlement reached between the parties, I order the tenant to abide by conditions #2 and #3 of the above settlement.

The tenant must bear the cost of the \$100.00 filing fee paid for this application.

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 02, 2017

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Residential Tenancy Branch