



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER SLEGG REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR MNDC FF

Introduction

Both parties attended the hearing and gave sworn testimony. They confirmed the Notice to End Tenancy dated June 6, 2017 to be effective June 19, 2017 was served and the tenant /applicant personally served the Application for Dispute Resolution on the manager. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The tenant said he had vacated so was no longer applying to cancel the Notice to End Tenancy. He applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order for compensation for lack of amenities when the tenancy commenced.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that he incurred costs as the unit had no blinds for a week and he was unable to get mail delivery? If so, to what amount of compensation has he proved entitlement?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The parties agreed to correct a spelling error in the name of the landlord on the application so the correction was made. The undisputed evidence is that the tenancy commenced August 15, 2016, rent was \$1600 a month and a security and pet damage deposit was paid totalling \$1600. The parties agreed that the tenant had applied his deposits to the rent so none was left in trust.

Analysis:

The owner, agent for the property manager and the tenant discussed the tenant's claim and also discussed a possible claim that the owner might have against the tenant. 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 or an order. During the

hearing the parties discussed the issues between them, engaged in a conversation, 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:

Settlement Agreement:

The parties waive all claims they might have against each other in respect to this tenancy.

This agreement settles all matters between them in respect of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion:

Pursuant to the above noted settlement agreement, I hereby dismiss the Application of the tenant.

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: August 10, 2017

Residential Tenancy Branch