



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNDC, DRI, CNC, OLC, RPP, AS, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* to cancel a notice to end tenancy for cause, for a monetary order for compensation for loss under the *Act* and for various other remedies.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing, the parties informed me that the tenant had moved out and the landlord had gained possession of the unit. Therefore most of the remedies the tenant has applied for are moot and accordingly dismissed. This hearing dealt with the tenant's application for a monetary order for compensation for loss under the *Act*.

Issues to be decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started in October 2016. The rent was \$1,195.00. The tenant moved out on August 30, 2017 and has received the security deposit.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The landlord agreed to pay the tenant compensation in the amount of \$600.00 in full and final settlement of all claims against the tenant.
- The tenant agreed to accept \$600.00 in full and final settlement of all claims against the landlord. A monetary order will be granted to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

Pursuant to the above I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$600.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 20, 2017

Residential Tenancy Branch