



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANDALL NORTH REAL ESTATE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: FF O Tenant: MNDC O

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord's Application for Dispute Resolution was received at the Residential Tenancy Branch on September 7, 2017 (the “Landlord's Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order granting recovery of the filing fee; and
- other unspecified relief.

The Tenant's Application for Dispute Resolution and an Amendment to an Application for Dispute Resolution, were received at the Residential Tenancy Branch on May 5, 2017. A further Amendment to an Application for Dispute Resolution was received at the Residential Tenancy Branch on June 28, 2017 (collectively, the “Tenant's Application”). The Tenant applied for the following relief pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss; and
- other unspecified relief.

The Landlord was represented at the hearing by G.C., an agent. A witness for the Landlord, G.K., also attended for the Landlord but did not participate in the hearing. The Tenant attended the hearing on her own behalf and was accompanied by S.M., her mother, who was present to provide support only. G.C., G.K., and the Tenant provided a solemn affirmation at the beginning of the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The parties agreed to settle this matter as follows:

1. The Tenant agrees to keep the common areas free of garbage, recycling, personal belongings, and other debris for the duration of the tenancy.
2. The Tenant agrees she will comply with the *Act*. Specifically, the Tenant agrees she will not knowingly give false information about the residential property to a prospective tenant or purchaser viewing the residential property, and will not significantly interfere with or unreasonably disturb the Landlord or the Landlord's agents.

This settlement agreement was reached in accordance with section 63 of the *Act*. I order the parties to comply with the terms of the settlement agreement set out above. If the Tenant does not comply with the settlement agreement, she may be found to be in breach of a term of the *Act*, the tenancy agreement, or be in non-compliance with my order, in which case the Landlord is at liberty to issue a notice to end tenancy.

As this outcome was achieved through negotiation, I decline to award recovery of the filing fee to either party.

Conclusion

I order the parties to comply with the terms of the settlement agreement set out above.

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: October 5, 2017

Residential Tenancy Branch