



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      CNC, MNDC, MNSD, MT

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$35,000 for loss of rent and damages
- b. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$15,000 for damages
- b. An order that the tenant recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on September 15, 2016. The rent is \$1100 per month

payable on the first day of each month. The tenant paid a security deposit of \$550 at the start of the tenancy.

On August 6, 2017 a fire occurred on the balcony of the Tenant's rental unit causing significant damage to the rental unit, the Tenant's belongings and other surrounding rental unit. There is a dispute between the parties as to the cause. The tenant testified it is likely that it was caused by tenants in a rental unit above them through their cigarette butts from the balcony which eventually led to the fire. The landlord submits there was no evidence the fire was caused by discarded cigarette butts. They submit it is more likely the fire was caused by appliances on the balcony that were left unattended which burst into flames. The Tenants were not at home at the start of the fire. There is a fire investigators report but it is unclear what caused the fire.

The tenancy agreement provided the Tenant was to obtain Tenants insurance which he failed to obtain.

Many of the tenants' belongings were destroyed by the fire. The tenants were not able to move back. There is a dispute between the parties as to whether the landlord properly ended the tenancy agreement. I did not find the submissions on that point helpful as I determined the monetary claims of the parties was independent on whether the landlord properly ended the tenancy.

The landlord turned its claims over to a collection agency after making a claim that included lease costs, damages, repairs and Fire Inspection. The collection agency deducted the security deposit of \$595 held by the landlord and the tenant paid a further \$2117.94. The collection agency provided the tenant with a RELEASE LETTER that acknowledged the payment "as a full and final settlement of the above captioned claim thereby releasing the debtor from any further obligation in respect to this matter as of the date of this release." The landlord testified this was a mistake.

The Tenant was not able to return to the rental unit.

At the end of a lengthy hearing the parties reached a settlement which is recorded below. However, the asked that I record the following:

- The landlord submits that it is critical that the tenant comply with the provisions of the tenancy agreement in obtaining sufficient insurance. This protects both the Tenant and the Landlord. The landlord stated this settlement was not be

misunderstood as the landlord agreeing that they were okay with the tenant's failure to get insurance.

- The primary reason the landlord was prepared to settle this matter was because of the release given by the collection agency.

Settlement:

At the end of the hearing this disputed matter the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord releases and discharges the Tenant from all claims made in the Application for Dispute Resolution filed by the landlord.
- b. The Tenant releases and discharges the Landlord from all claim made in the Application for Dispute Resolution filed by the Tenant.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

As a result of this settlement I dismissed all claims raised the Application for Dispute Resolution filed by each party **without leave to re-apply**.

**The decision and settlement agreement is final and binding on both parties.**

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: January 02, 2018

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Residential Tenancy Branch