



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlord with the notice of hearing package and the submitted documentary evidence. The landlord stated that his documentary evidence was not served to the tenant. I accept the undisputed affirmed evidence of both parties and find that both parties were properly served with the notice of hearing package and the tenant's documentary evidence as per sections 88 and 89 of the Act. The landlord's documentary evidence was excluded for failing to serve the tenant as per section 88 of the Act.

At the outset it was clarified with the tenant that the request for the landlord to comply with the Act, regulations or tenancy agreement was made in error as it was a duplicate of her request for compensation. As such, this portion of the tenant's application was cancelled. No further action is required.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2016 on a fixed term ending on June 1, 2017 as per the submitted copy of the signed tenancy agreement dated May 10, 2016. The monthly rent was \$2,400.00 payable on the 1st day of each month and a security deposit of \$1,200.00 was paid. Both parties agreed that this tenancy ended on July 14, 2017.

The tenant seeks an amended monetary claim of \$7,200.00 which consists of:

\$2,400.00	Compensation, 1 months rent, Complying with 2 Month NTE
\$4,800.00	Compensation, 2 months rent, Fail to take steps toward the purpose of the notice (demolish the rental unit).

Both parties confirmed that the landlords served the tenant with a 2 Month Notice to End Tenancy issued for Landlord's Use of Property, namely for:

The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

The landlord argued that a mutual agreement to end the tenancy was also signed by both parties on the same date. The tenant disputed that no such agreement was made.

The landlord stated that no compensation was provided to the tenant for the 2 Month Notice as the tenant failed to pay rent for the period July 1, 2017 to July 14, 2017 at the end of tenancy.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that tenant shall cancel their application for dispute in this matter.

2. Both parties agree that the landlord shall pay to the tenant \$1,200.00 via cheque forthwith.

Pursuant to this agreement the landlord will be given monetary order to reflect condition #2 of this agreement. Should it be necessary, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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: February 21, 2018

Residential Tenancy Branch