



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, RR, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for non-payment of rent and for a monetary order for compensation for loss under the *Act* and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing the tenant informed me that he had moved out at the end of December 2017. Since the tenant has already moved out, his application to cancel the notice and for other tenancy related remedies is moot and accordingly dismissed. This hearing only dealt with the tenant's application for a monetary order.

Issue to be Decided

Did the landlord provide a rental unit that was suitable for occupation? Is the tenant entitled to compensation and the filing fee?

Background and Evidence

The tenancy began in September 2017. The monthly rent was \$1,200.00. The parties agreed that there was ongoing construction inside the rental unit during the tenancy and that the rental unit had only one useable bedroom and a kitchen facility that consisted of a hotplate and a microwave oven.

On December 07, 2017, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The reasons for the notice and the tenant's monetary claim were discussed at length. During the hearing 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. Both parties agreed to the following terms:

1. The landlord agreed to pay the tenant 2,200.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$2,200.00 in full and final settlement of all claims against the landlord. A monetary order will be granted to the tenant.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

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

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$2,200.00**. 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: February 22, 2018

Residential Tenancy Branch