



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding QUAY PACIFIC PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC, RP, MNDC, 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 and for a monetary order for compensation for loss under the *Act* and the filing fee. The tenant also applied for an order directing the landlord to carry out repairs.

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

At the start of the hearing, the landlord informed me that he had withdrawn the notice to end tenancy and the tenancy would continue. Accordingly, this hearing only dealt with the tenant's application for a monetary order for compensation for loss under the *Act* and the filing fee and for an order directing the landlord to carry out repairs.

### **Issues to be decided**

Is the tenant entitled to compensation? Is the landlord carrying out maintenance of the rental unit in a timely manner?

### **Background and Evidence**

The tenancy started in August 2015. The rent is \$2,292.35. The tenant complained about a rent increase notice that was improperly served and a broken door knob.

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 \$243.35 by a cheque dated April 15, 2018, in full and final settlement of this dispute.
- The tenant agreed to accept compensation in the amount of \$243.35 in full and final settlement of her claim against the landlord. A monetary order will be granted to the tenant.
- The landlord agreed to have the tenant's front door repaired no later than April 30, 2018
- 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**

I grant the tenant a monetary order in the amount of **\$243.35**.

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: March 15, 2018

---

Residential Tenancy Branch