



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, OLC, MNSD, FF

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated March 28, 2018
- b. An order to cancel a 10 day Notice to End Tenancy dated April 2, 2018
- c. A order for a monetary order in the sum of \$800 for moving expenses.
- d. An order to recover the cost of the filing fee.

There was a problem with the scheduling of this hearing as the Residential Tenancy Act Registry inadvertently scheduled another hearing for the same date and time. I asked the parties in this hearing to phone in 45 minutes later after the other hearing had been concluded. Both parties phoned in 45 minutes later. 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 tenant vacated the rental unit at the end of April. She has no desire for an order to re-instate the tenancy. As a result I dismissed the tenant's application for cancel the one month Notice to End Tenancy and the 10 day Notice to End Tenancy without leave to re-apply.

Issues 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 an order to recover the cost of the filing fee.

Background and Evidence:

The tenancy began on April 2, 2017. The rent was \$750 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$350 at the start of the tenancy.

The tenant testified she was forced to move because of harassment of the landlord and the failure of the landlord to do a test to conduct tests to determine whether the ceiling has asbestos. She orally advised the landlord she was vacating at the end of April. The tenant did not pay the rent for April but orally advised the landlord he could apply the security deposit as part payment of rent.

The tenant seeks a monetary order in the sum of 800 for moving expenses because she alleges she was forced to leave. The landlord disputes this.

The landlord testified he has filed an Application for Dispute Resolution seeking a monetary order of \$2500 including non payment of rent for April 2018 in the sum of \$750, loss of rent for May in the sum of \$750 and the cost to repair damages. The tenant disputes this claim. The tenant has not yet been served with a copy of the Application for Dispute Resolution. The landlord could not tell me the file number as he was a work and he did not have that information with him.

Settlement:

Part way through the hearing the parties engaged in settlement discussions and eventually reached a settlement. The tenant was initially inconsistent saying she wanted to settle but stating she felt the landlord had taken advantage of her. I ordered that the matter be adjourned for a few minutes and suggested the tenant should go off line and consider her situation. The tenant returned a short time later and confirmed she was voluntarily agreeing to the settlement. The parties asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain the security deposit of \$350.
- b. This is a full and final settlement and the landlord releases and discharges the tenant from all claims he might have against the tenant with respect to this tenancy. The landlord shall cancel the Application for Dispute Resolution where he has made a monetary claim against the tenant.
- c. This is a full and final settlement and the tenant releases and discharges the landlord from all claims she might have against the landlord with respect to this tenancy including the monetary claim in this application.

As a result of the settlement I ordered that the landlord shall retain the security deposit of \$350. All other claims are dismissed.

This decision is final and binding on the 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: May 23, 2018

Residential Tenancy Branch