



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for compensation pursuant to a notice to end tenancy for landlord's use of property. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidentiary package and stated that he had not filed any of his own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the tenant entitled to compensation pursuant to a s.49 notice to end tenancy?

### **Background and Evidence**

The tenancy started in April 2017 and ended on March 31, 2018. The rent was \$850.00.

Both parties agreed that on March 09, 2018, the landlord served the tenant with a two month notice for landlord's use of property. The testimony of both parties contradicted each other for most part. The parties could not agree on the date of the end of tenancy, the service of a notice to end tenancy by the tenant, the date of the return of the security deposit and other details.

During the hearing, the reasons for the tenant's application for dispute resolution 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. During this hearing, the parties agreed to settle their dispute under the following terms.

- The landlord agreed to pay the tenant compensation in the amount of \$850.00 which is the equivalent of one month's rent
- The tenant agreed to accept compensation in the amount of \$850.00 in full and final settlement of all claims against the landlord. A monetary order will be granted to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

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.

Based on the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$850.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

## **Conclusion**

I grant the tenant a monetary order in the amount of **\$850.00**.

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: October 29, 2018

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Residential Tenancy Branch