



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, FFT

### Introduction

On June 14, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The representatives for the Landlord and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The previous Landlord was named in the Tenant’s Application as a Respondent. During the hearing, all parties agreed that the monetary claim involved the Landlord; currently named as Respondent. As a result, and in accordance with Section 64(3) of the Act, I have amended the Tenant’s Application by removing the name of the previous Landlord as one of the Respondents.

Section 63 of the Act allows an Arbitrator to assist the parties to 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. Accordingly, I

attempted to assist the parties to resolve this dispute by helping them negotiate terms for a settlement agreement with the input from both parties.

### Settlement Agreement

The Landlord's Agent and the Tenant confirmed during the hearing that this Agreement was made voluntarily and that it was made in full satisfaction of the Tenant's Application.

1. The Landlord agrees to compensate the Tenant in the amount of one month's rent, for a total amount of \$2,445.00.
2. The Landlord and the Tenant agree that there shall be no further claims regarding this tenancy.
3. This Application is now closed.

This Agreement was summarized for the parties on two occasions and the Landlord's Agent and the Tenant indicated that they agreed to resolve this dispute under these terms. The Landlord's Agent and the Tenant both acknowledged that they understood they were not required to enter into this Agreement and that they understood the Agreement was final and binding.

### Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenant's Application.

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: September 18, 2018

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Residential Tenancy Branch