



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, OLC, FFT

Introduction

On May 6, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking an order of possession for the rental unit and asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to 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.

Issues to be Decided

- Is the Tenant entitled to an order of possession for the rental unit?
- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, Regulation, or the tenancy agreement?

Background and Evidence

The Landlord and Tenant both testified that they entered into a tenancy agreement on July 7, 2018, for a tenancy to begin on September 1, 2018.

The Tenant paid the Landlord rent in the amount of \$2,200.00 and a security deposit of \$1,100.00.

The Landlord testified that she made a mistake by renting the unit to the Tenant. The Landlord testified that had planned to move to another property but that agreement fell through and she has no place to go.

The Landlord did not permit the Tenant to move into the rental unit pursuant to their tenancy agreement. The Landlord returned \$400.00 to the Tenant on September 24, 2018.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Tenant will receive compensation for the Landlord's breach of the tenancy agreement.
2. The parties agree that the Landlord will return the balance of rent and the security deposit in the amount of \$2,900.00 to the Tenant.
3. The parties agree that the Landlord will pay an additional \$3,500.00 compensation to the Tenant for the breach of the agreement and costs incurred by the Tenant.
4. The parties agree that this settlement is in full satisfaction of the Tenant's claims and the Tenant will make no further claims against the Landlord.
5. The Tenant is granted a monetary order in the amount of \$6,400.00.
6. The Landlord agrees to pay \$3,200.00 to the Tenant within 11 days of this settlement agreement.
7. The Landlord agrees to pay the remaining \$3,200.00 to the Tenant within 60 days of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Tenant has been granted a monetary order in the amount of \$6,400.00.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 04, 2018

Residential Tenancy Branch