



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC, MNDC, OPR, MNR, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on April 12, 2019 with an amendment made April 16, 2019 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for the Landlord’s compliance - Section 62;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on April 26, 2019 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the hearing the Parties reached a mutual agreement to settle the dispute. This agreement is set out below and includes a settlement of the Tenant’s claim for compensation. The Parties each confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of this full and final settlement of this matter.

### Preliminary Matters

The Parties agree that the Landlord's name and the Tenant's name as set out in the Landlord's application are correct. Given this agreement I set out the style of cause in these names.

The Tenant confirms that the order being sought for the Landlord's compliance is in relation to a rent increase.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the compliance claim is not related to the matter of whether the tenancy will end, I dismiss that claim with leave to reapply.

### Agreed Facts

The tenancy under written agreement started on March 1, 2018. Rent of \$975.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$475.00 as a security deposit. On April 15, 2019 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door of the unit. The Notice sets out that the Tenant failed to pay rent of \$425.00. Rent for May 2019 has been paid in full and the Tenant continues to reside in the unit. A flood occurred in the unit during January 2019. At the request of the Landlord the Tenant gave the Landlord an invoice dated March 26, 2019 for \$425.00 (the "Invoice") in relation to the flood. The Tenant deducted this amount from the April 2019 rent.

### Settlement Agreement

**The Parties mutually agree as follows:**

- 1. The Invoice amount of \$425.00 was duly deducted from the April 2019 rent and no rental arrears are owed;**
- 2. The tenancy continues;**

- 3. The Tenant will make no further claims in relation to the flood;**
- 4. Each Party waives their claims for recovery of their respective filing fees; and**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their disputes as recorded above in the form of a decision in relation to the Landlord's claims for an order of possession, a monetary order for unpaid rent and recovery of the filing fee and in relation to the Tenant's claims to cancel the Notice and for compensation.

#### Conclusion

The Tenant's claim for an order in relation to the Landlord's compliance is dismissed with leave to reapply.

The Parties have settled the dispute on the remaining claims of each Party.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 30, 2019

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Residential Tenancy Branch