



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit and for compensation for loss under the *Act*. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. The landlord was accompanied by an agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the tenant entitled to compensation?

Background and Evidence

The background facts are generally undisputed. The tenancy started on October 15, 2018 for a fixed term ending April 15, 2019. Prior to moving in, the tenant paid a security deposit of 500.00. The monthly rent was \$1,500.00. The landlord agreed that the tenant paid rent for three months in advance. The landlord raised the issue of jurisdiction as the rental unit was run as a bed and breakfast. The tenant argued that the rental unit was her primary address for the duration of the term and that it was not a bed and breakfast type arrangement.

The reasons for the tenant's application for compensation were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Since the parties decided to settle their dispute, I made no determination on whether this dispute fell within the jurisdiction of the *Residential Tenancy Act*.

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 hearing, the settlement may

be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$2500.00 by August 20, 2019, in full and final satisfaction of all claims against the tenant.
2. The tenant agreed to accept \$250.00 in full and final settlement of all claims against the landlord. A monetary order in this amount will be granted to the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the tenant an order under section 67 of the *Residential Tenancy Act* in the amount of \$250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. 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.

Conclusion

I grant the tenant a monetary order in the amount of **\$250.00**.

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: September 05, 2019

Residential Tenancy Branch