



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for: an order for the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. The landlord acknowledged receipt of the tenant's Notice of Hearing and Application for Dispute Resolution. Neither party raised issues of service. I find the parties were served in accordance with the *Act*.

During the hearing, the tenant made a request for monetary order. However, the tenant's application for dispute resolution did not state a claim for monetary damages. *Residential Tenancy Branch Rules of Procedure* Rule 2.2 states that "The claim is limited to what is stated in the application." Accordingly, since the tenant did not state a claim for monetary compensation in his application for dispute resolution, I dismiss the tenant's application herein for monetary compensation with leave to re-apply.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The landlord will issue a written instruction to all tenants requiring the tenants to: co-operate with all bed bug inspections and pest control services; refrain from removing any items, appliances or fixtures from the common areas; and, maintain the common areas in a reasonably clutter-free condition.

These terms comprise the full and final settlement of all aspects of these applications for both parties, except for any claims by the tenant for monetary compensation which have been dismissed with leave to re-apply.

Conclusion

The tenant's claim for monetary compensation is dismissed with leave to re-apply.

Further to the settlement reached by the parties, I dismiss all claims by both parties, in this application, other than the tenant's claim for monetary compensation, without leave to reapply.

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 30, 2019

Residential Tenancy Branch