



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METCAP LIVING MANAGEMENT  
INC. and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MNDC, OLC, RP, RR, FF

### Introduction

On October 14, 2019, the Tenants applied for dispute resolution seeking money owed or compensation for damage or loss under the *Residential Tenancy Act* (“the Act”), regulation, or tenancy agreement. On November 21, 2019, the Tenants amended their application to increase the monetary claim amount and to include a claim for a rent reduction; aggravated damages; for an order for the Landlord to make repairs to the unit; for the Landlord to provide services and facilities required by law; for authorization to terminate the tenancy without penalty; and to recover the cost of the filing fee.

The matter was set as a teleconference hearing. The Tenants and Landlord attended the hearing. The Tenants and the Landlord were assisted by legal counsel. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

### Settlement Agreement

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

1. The parties agree that the Landlord will pay the Tenants the amount of \$4,797.67 and the Tenant will receive a monetary order for \$4,797.67.
2. The parties agree that the tenancy will end on **December 31, 2019**.
3. The parties agree that the Landlord will repay the security deposit of \$922.50 and the pet damage deposit of \$922.50 to the Tenants.
4. The parties agree that they will make no further claims against each other regarding this tenancy.

5. The Tenants withdraw their application in full as part of this mutually settled 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 Tenants are granted a monetary order in the amount of \$4,797.67.

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: December 09, 2019

---

Residential Tenancy Branch