



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for compensation pursuant to a notice to end tenancy for landlord's use of property. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The landlord was accompanied by an interpreter.

As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidentiary package. The tenant denied having received the landlord's evidence. The tenancy ended over a year ago and the landlord has since moved. The landlord stated that by the time the package was redirected to him at his address, he had insufficient time to file a rebuttal and serve the tenant a copy of his evidence. The landlord's evidence was before me. However, the parties came to an agreement and therefore the evidence of both parties was not used by me.

Issues to be Decided

Is the tenant entitled to compensation pursuant to a s.49 notice to end tenancy?

Background and Evidence

The background facts are generally undisputed. The tenancy started in March 2014 and ended on April 25, 2019. The rent was \$2,200.00. Both parties agreed that on March 01, 2019, the landlord served the tenant with a two month notice for landlord's use of property. The tenant confirmed that she received the last month of rent-free stay.

During the hearing, the sequence of events as occurred during the tenancy and the reasons for the tenant's application for dispute resolution were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

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 dispute resolution proceedings, the settlement may be recorded in the form of a decision. During this hearing, the parties agreed to settle their dispute as follows:

- The landlord agreed to pay the tenant compensation in the amount of \$13,300.00 in full and final settlement of all claims against the tenant.
- The tenant agreed to accept compensation in the amount of \$13,300.00 in full and final settlement of all claims against the landlord. A monetary order will be granted to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

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.

Based on the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$13,300.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$13,300.00**.

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: June 09, 2020

Residential Tenancy Branch