



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNE, CNC, CNL, MNDC, OLC, RP, PSF, LRE, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to sections 66, 48, 47, 49, 67, 62, 32, 65, 70, 72 of the *Residential Tenancy Act*. The tenant applied to cancel notices to end tenancy for cause and for nonpayment of rent. The tenant also applied for a monetary order for compensation and for a host of other remedies.

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. The parties represented themselves. The tenant was accompanied by her advocate. As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence. The tenant denied having received the landlord's evidence and therefore the landlord's evidence was not used in the making of this decision. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing, the tenant informed me that she had moved out on November 20, 2020. The landlord stated that the tenant moved out on November 26, 2020. Since the tenancy has ended the tenant's application to cancel the notice to end tenancy and the other tenancy related remedies that she had applied for, are moot and accordingly dismissed. Therefore, this only hearing dealt with the tenant's application for a monetary order for compensation.

Issues to be decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenant's monetary claim was discussed at length. During the hearing, both 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 or an order. During this hearing, the parties reached an agreement to settle their dispute under the following terms.

1. The landlord agreed to pay the tenant \$350.00 by December 21, 2020, in full and final satisfaction of all claims against the tenant
2. The tenant agreed to accept \$350.00 in full and final settlement of all claims against the landlord, including the return of the security deposit. A monetary order 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* for the amount of \$350.00. 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 **\$350.00**.

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: December 07, 2020

Residential Tenancy Branch