



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **TT: CNC, RR, FFT, MNDCT, MNRT, OLC**
 LL: FFL, OPC, MNDCL, MNDL

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant made one application for:

- cancellation of a One Month Notice to End Tenancy for Cause dated June 30, 2021 (“1 Month Notice”) pursuant to section 47;
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided the Landlord pursuant to section 65;
- an order to seek a monetary order for compensation pursuant to section 67
- an order to be paid back by the Landlord for the cost of emergency repairs made by the Tenant pursuant to section 67;
- an order that the Landlord comply with the Act, Residential Tenancy Regulations (“Regulations”) or tenancy agreement pursuant to section 62; and
- authorization to recover the fling fee from the Landlord pursuant to section 72.

The Landlord made one application for:

- an Order of Possession for Cause pursuant to sections 47 and 55;
- a monetary order for compensation for monetary loss or other money owed pursuant to section 67;
- a monetary order for compensation to make repairs that the Tenant, their pets or their guests caused during the tenancy pursuant to section 67; and
- authorization to recover the fling fee from the Tenant pursuant to section 72.

The Landlord JW, the Landlord’s advocate OL, the Tenant and the Tenant’s advocate EC attended the hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Several witnesses attended the start of the hearing as well (names listed on the cover of the decision) but were disconnected prior to the parties engaging the settlement discussions set out below.

Settlement Agreement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to the cancellation of the 1 Month Notice;
2. The Tenant agrees that the Landlord may keep the security deposit of \$570.00;
3. The Tenant agrees to pay the Landlord \$200 for electrical utility charges incurred by the Landlord;
4. The Landlord and Tenant agree to enter into a mutual release of any other claims that have not been made in either of their respective applications; and
5. The Tenant and Landlord withdraw their applications.

These particulars comprise the full and final settlement of all aspects of the Landlord's and Tenant's dispute against each other. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in their respective applications, I make no factual findings about the merits of their applications.

I hereby order that the 1 Month Notice to End Tenancy to be cancelled and of no force or effect.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlord a Monetary Order in the amount of \$200.00. This Order must be served on the Tenant and may be enforced in Provincial Court.

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: November 12, 2021

Residential Tenancy Branch