



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, CNL, OLC, MNDCT, DRI, FFT**

Introduction

This hearing was reconvened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Tenant applied for:

- an order cancelling a 10 Day Notice for Unpaid Rent and/or Utilities dated Landlord's Use of Property dated December 31, 2021 ("10 Day Notice") pursuant to section 46;
- an order cancelling a Two Month Notice for Landlord's Use of Property dated December 31, 2021 ("2 Month Notice") pursuant to sections 49 and 55;
- an order for the Landlord to comply with Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62;
- an order for compensation for monetary loss or other money owed by the Landlord pursuant to section 67;
- an order regarding a disputed rent increase pursuant to section 43; and
- authorization to recover the Tenant's filing fee for this application from the Landlord pursuant to section 72.

The original hearing of the Application was held on April 5, 2022 ("Original Hearing"). There was insufficient time to take all the parties' testimony and allow rebuttals at the Original Hearing. Pursuant to Rule 7.8 of the *Residential Tenancy Branch Rules of Procedure* ("RoP"), I adjourned the hearing and issued an interim decision dated April 6, 2022 ("Interim Decision"). In the Interim Decision, I ordered the Landlord and Tenant serve certain documents on each other and submit those documents to the Residential Tenancy Branch ("RTB") The Interim Decision, and Notices of Dispute Resolution Proceeding for this adjourned hearing, scheduled for June 21, 2022 at 1:30 pm ("Adjourned Hearing"), were served on the parties by the RTB.

An agent of the Landlord ("GL") and the Tenant attended the Original Hearing and the Adjourned Hearing. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

At the Original Hearing, the Tenant stated he served the Landlord with the Notice of Dispute Resolution Proceeding ("NDRP") by registered mail on January 17, 2022 but he did not have the Canada Post tracking number available. However, GL acknowledged the Landlord received the NDRP by registered mail. I find the NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act. The Tenant stated he did not serve any evidence on the Landlord.

At the Original Hearing, GL stated the Landlord served the Tenant with the Landlord's evidence in-person on March 29, 2022. The Tenant acknowledged receiving the Landlord's evidence. I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

Settlement Agreement

The Landlord and Tenant agreed the Tenant has vacated the rental unit. As such the Tenant was not seeking the cancellation of the 10 Day Notice and 1 Month Notice or an order that the Landlord comply with the Act, Regulations and/or tenancy 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 Tenant agrees to withdraw the Application;
2. The Tenant agrees to pay the Landlord \$250.00 as full compensation for any damages to the rental unit that the Landlord claims has been caused by the Tenant or his guests;
3. The Tenant agrees the Landlord may retain the balance of the security deposit of \$250.00 the Landlord is currently holding in satisfaction of the \$250.00 the Tenant has agreed to pay the Landlord pursuant to paragraph 2 hereof; and

4. Each party mutually releases and forever discharges the other from any and all other claims that one party may have against the other party in respect of the tenancy between the Landlord and Tenant.

These particulars comprise the full and final settlement of all aspects of the Tenant's dispute against the Landlord. 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 claims made in the Application.

Conclusion

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

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Dated: August 8, 2022

Residential Tenancy Branch