



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Host Genius
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover a loss of income that resulted from the tenant ending the fixed term tenancy agreement, prior to the end date of the fixed term.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant agreed that he had received the evidence of the landlord and had not filed any of his own.

Issues to be decided

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy started on July 15, 2022, and ended on August 24, 2022. The parties had entered into a fixed term tenancy agreement which would end on June 30, 2023. During the hearing, the reasons for the landlord's application for dispute resolution and possible solutions were discussed. 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 or an order.

During this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The tenant agreed to pay the landlord **\$3,900.00 by February 17, 2023**, in full and final settlement of all claims against the landlord.
- The landlord agreed to accept \$3,900.00 in full and final settlement of all claims against the tenant. A monetary order in this amount will be issued to the landlord.
- Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

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.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$3,900.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$3,900.00**.

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: February 13, 2023

Residential Tenancy Branch