



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNETC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act* and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord stated that he had received the tenant's evidence but had not filed any of his own..

Issues to be Decided

Is the tenant entitled to compensation and to the recovery of the filing fee?

Background and Evidence

The tenancy started on July 01, 2015 and ended on May 30, 2022 pursuant to a two month Notice to End Tenancy for landlord's use of property. The tenant alleges that the landlord did not use the rental unit for the purpose cited in the Notice to End Tenancy. The tenant is claiming compensation in the amount of \$27,000.00.

The landlord testified that the tenant caused damage to the unit and he had applied for compensation in the amount of \$10,000.00. A hearing is set to hear the landlord's application on November 28, 2023.

The claims for compensation of both parties were discussed and during this discussion, the parties 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 hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to accept \$4,000.00 in full and final settlement of all claims against the landlord. A monetary order will be issued to the tenant, in this amount.
2. The landlord agreed to pay the tenant \$4,000.00 in full and final settlement of all claims against the tenant. The landlord agreed to make full payment by etransfer no later than July 31, 2023.
3. The landlord agreed to drop his claim for damages and cancel his hearing that is set for November 28, 2023
4. Both parties stated that they understood and agreed to the above terms of this agreement which comprise full and final settlement of all aspects of this 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$4,000.00**. 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 \$4,000.00.

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: May 30, 2023

Residential Tenancy Branch