



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, MNDCT, OLC, FFT, MNDL, MNDCL-S, FFL

### Introduction and Preliminary Matters

On March 6, 2023, the Tenant made an Application for Dispute Resolution seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "*Act*"), seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, with B.F. attending as an advocate for the Tenant. The Landlord attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

During the hearing, all parties agreed that the tenancy started on August 1, 2022, and that it ended when the Tenant gave up vacant possession of the rental unit on April 15, 2023, after being served the Notice. They also agreed that the rent was established at an amount of \$1,500.00 per month and that it was due on the first day of each month. A security deposit of \$750.00 and a pet damage deposit of \$250.00 were also paid. They confirmed that the deposits were returned to the Tenant on or around April 15, 2023. A

copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

The parties engaged in settlement discussions and the parties successfully turned their minds to reaching a full and final settlement agreement. In addition, the parties agreed to join the Landlord's Application to be heard as part of this settlement agreement (the relevant file number is noted on the first page of this Decision). The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord must pay to the Tenant an amount of **\$400.00**. Only the amount remaining unpaid by the Landlord will be enforceable.
2. Neither party will be permitted to file any further Applications against the other with respect to this tenancy, including **any** matters with respect to the Notice.
3. The Landlord will not be able to seek remedy for the claims in her own Application.
4. The Tenant will not be able to seek remedy for the claim in her own Application.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these disputes.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$400.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. This Order will only be enforceable in the amount that remains unpaid by the Landlords.

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: June 27, 2023

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Residential Tenancy Branch