



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: RP, CNL, MNDC, FF
For the landlord: OPL, FF

Introduction

This hearing was originally convened on February 20, 2013, as the result of the tenant's application and amended application for dispute resolution and the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"), scheduled to be heard as cross applications.

The tenant sought an order cancelling the landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice") issued to the tenant, a monetary order for money owed or compensation for damage or loss, an order requiring the landlord to make repairs to the rental unit, an order requiring the landlord to comply with the Act, and for recovery of the filing fee.

The landlord sought an order of possession for the rental unit based upon the Notice and for recovery of the filing fee.

Due to the length of the original hearing, the hearing was adjourned to March 22, 2013, at which time the hearing continued; however due to the length of that hearing, the hearing again was required to be adjourned to the present.

At this final reconvened hearing, the tenant, the tenant's legal counsel, the landlord and the landlord's new representative appeared and preliminary matters were discussed.

One preliminary matter was the announcement by the landlord's representative that the landlord was withdrawing their application. Thereafter the matter of the tenant's application was considered, a mediated discussion ensued, and the parties agreed to resolve their differences.

Preliminary issue #1-Although the landlord's original application for dispute resolution named the landlord's agent as the primary applicant, that landlord's agent's services were thereafter terminated by the landlord in order that their legal counsel at the original and first reconvened hearing and new representative could represent the interests of the landlord.

As a result, I have amended the landlord's application removing the original primary applicant.

Preliminary issue #2-The one issue remaining left unresolved by the parties' mediated discussion was whether or not the tenant would be reimbursed her filing fee. The announcement made was that I would decide whether or not the filing fee would be reimbursed.

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The parties mutually agreed that the landlord's 2 Month Notice would be withdrawn;
2. The tenant acknowledges that the repairs requested to be made in her application were now completed and therefore she no longer sought a request for an order requiring the landlord to comply with the Act or to make those repairs;
3. The landlord agrees to provide compensation to the tenant equivalent to two (2) months' rent, currently \$964 per month, which will be redeemed by the tenant withholding rent for the next two months;
4. The tenant agrees that this compensation is in lieu of any claim by the tenant for alleged loss of her quiet enjoyment surrounding the issues contained in the tenant's application for dispute resolution to the present;
5. The tenant agrees not to disclose the terms of this settled agreement with any other tenants or parties of the residential property;
6. The landlord's application for dispute resolution is withdrawn; and
7. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement.

This settlement agreement recorded above was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, and remain bound 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 future remedy.

As to the filing fee, as both parties originally requested recovery of the filing fee and as the parties have reached a settled agreement, I am not authorized by the Act to make a finding or therefore otherwise inclined to grant the tenant recovery of her filing fee.

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: August 07, 2013

Residential Tenancy Branch

