



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STARLIGHT INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, PSF, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, RK ("landlord"), the landlord's lawyer and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the owner and partner of a company that was the property manager for the landlord company owner named in this application and that he had authority to speak on its behalf at this hearing. The landlord confirmed that his lawyer had permission to speak on his behalf at this hearing. The hearing lasted approximately 80 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

Analysis

Pursuant to section 63 of the *Act*, the 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 and an order. During the

hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this dispute:

1. The landlord agreed to pay the tenant \$2,000.00, which both parties agreed will be reduced from the tenant's future rent payable to the landlord for this tenancy;
2. Both parties agreed to sign a confidentiality agreement regarding disclosure of this settlement agreement to other parties;
3. The tenant agreed not to file any future claims against the landlord for a monetary rent reduction for the same issues raised in this application;
4. Both parties agreed that the tenant will continue her tenancy at the rental unit at rent of \$1,250.24 due on the first day of each month;
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application, including the \$100.00 application filing fee, at this hearing.

These particulars comprise a full and final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute.

Conclusion

In order to implement the above settlement agreement, I order the tenant to reduce her future rent payable to the landlord for this tenancy by \$2,000.00.

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: March 15, 2017

Residential Tenancy Branch