



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNETC, FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties confirmed that they had received each other's evidence.

### **Issues to be decided**

Did the landlord use the rental unit for the purpose that was stated on the two-month notice to end tenancy for landlord's use of property?

Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started on July 24, 2019, and ended on June 30, 2022. The monthly rent was \$1,650.00. On April 04, 2023, the landlord served the tenant with a two-month notice to end tenancy for landlord's use of property. The tenant moved out on June 30, 2023, which was the effective date of the notice.

During the hearing, the reasons for the tenant's application for dispute resolution were discussed at length. 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 landlord agreed to provide compensation to the tenant in the amount of \$4,950.00 in full and final settlement of all claims against the tenant.
- The tenant agreed to accept this amount in full and final settlement of all claims against the landlord.
- A monetary order in the amount of \$4,950.00 will be granted to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

### **Conclusion**

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 **\$4,950.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 16, 2023

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Residential Tenancy Branch