



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hui Yuan Investments (Canada) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RPP

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order requiring the landlord to return the tenant's personal property pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord's counsel confirmed that the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant and his advocate by registered mail on January 31, 2014. In accordance with sections 89(1) and 90 of the *Act*, I find that the landlord was deemed served with the tenant's dispute resolution hearing package on February 5, 2014, the fifth day after its registered mailing.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses arising out of this tenancy?

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 or an order. At the commencement of the hearing, the parties said that they had reached a resolution of their dispute.

Both parties agreed to the following settlement of all issues arising out of this tenancy and the tenant's application under the following final and binding terms:

1. The landlord agreed to pay the tenant a sum of \$400.00, as soon as the tenant provides a written release to the landlord's counsel.

2. The tenant agreed to sign a written release to be submitted by the landlord's counsel.
3. The tenant agreed to not pursue any further monetary claim from the landlord arising out of this tenancy if the landlord abides by the monetary terms of this settlement agreement as outlined above.
4. Both parties agreed that the terms of this settlement constituted a final and binding resolution of all issues arising out of this tenancy and the tenant's application for dispute resolution, and further agreed that they will not initiate any new initiative of any kind against one another for matters arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$400.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 01, 2014

Residential Tenancy Branch

