



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF
 MNDC MNSD FF

Preliminary Issues

At the outset of this proceeding the Landlord testified that she was not successful in serving the co-tenant R.A.R. with copies of her application for Dispute Resolution and the Notice of Hearing documents because the Landlord did not have a forwarding address for R.A.R.

Based on the above, I amend the Landlord's application to remove R.A.R. as a respondent as she was not sufficiently served notice of the proceeding as required by section 89 of the Act. If the Landlord wishes to pursue a monetary claim against R.A.R. she is at liberty to file another application.

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed on June 2, 2014, seeking a Monetary Order for \$1,296.42.

The Tenant filed her application September 18, 2014 to obtain a Monetary Order for the return of double her deposit in the amount of \$1,550.00'

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each party gave affirmed testimony and confirmed receipt of evidence served by the other. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the

process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

During the course of this proceeding, and after a brief discussion about the facts pertaining to these matters, the parties agreed to settle their dispute.

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.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) The Landlord agreed to withdraw her application for Dispute Resolution in support of this settlement;
- 2) The Tenant agreed to withdraw her application for Dispute Resolution in support of this settlement;
- 3) The Landlord agreed to pay the Tenant E.G. \$775.00, immediately upon receipt of this decision, as the return of the full security deposit to the address provided during the hearing; and
- 4) Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute at this time arising out of the tenancy between Landlord M.H. and Tenant E.G.

This settlement agreement does not preclude the Landlord from filing an application against the former co-tenant R.A.R for any losses suffered as the result of R.A.R.' actions.

Conclusion

In support of the settlement listed above, the Tenant has been issued a Monetary Order for **\$775.00**. In the event that the Landlord fails to comply with the settlement agreement, as listed above, the Tenant may serve the Landlord with the Monetary Order and file it with the Province of British Columbia Small Claims Court to have it 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: October 02, 2014

Residential Tenancy Branch

