



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord's Application: OPL, MND, FF
Tenant's Application: MNDC, MNSD, FF

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenant and the Landlord.

The Tenant applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), for double the return of the Tenant's security deposit, and to recover the filing fee. The Landlord applied for an Order of Possession for the Landlord's Use of the Property, for a Monetary Order for damage to the rental unit, and to recover the filing fee.

The Landlord, the Landlord's agent and the Tenant appeared for the original hearing. The Landlord, the Landlord's translator, the Tenant, and a witness for the Tenant appeared for this reconvened hearing. All participants provided affirmed testimony; the Landlord's affirmed testimony was communicated through the translator. Both parties also provided documentary evidence prior to the hearings.

The original hearing was adjourned because the Tenant's photographic evidence was not before me and the Tenant had not received the Landlord's Application or documentary evidence. For the reasons outlined in my Interim Decision dated December 18, 2014, the original hearing was adjourned and both Applications were scheduled to be reconvened in this hearing.

Preliminary Issues

At the start of this hearing, the Tenant confirmed receipt of the Landlord's Application and documentary evidence and I confirmed to the parties that the Tenant's photographic evidence was before me. As a result, the hearing continued to hear the Applications.

The parties confirmed that the tenancy had ended and the Landlord was not requesting an Order of Possession. The Landlord had detailed in the 'details of dispute' section of his Application that he was requesting to recover unpaid utilities as well as other expenses that

had been allegedly incurred during the tenancy. As a result, pursuant to my authority under Section 64(3) (c) of the Act, I amended the Landlord's Application to remove the Landlord's request for an Order of Possession and add in the Landlord's claim for unpaid utilities and money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The hearing process was explained and the parties acknowledged their understanding of the instructions and had no questions of the proceedings. The parties were given an opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Both parties presented evidence and made submissions to me regarding their Applications during the course of two hours. At the conclusion of the hearing, I offered both parties an opportunity to settle this matter through mutual agreement. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Settlement Agreement

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.

The parties **agreed** to settle both Applications **in full** and **final** satisfaction of the issues. The Landlord agreed to pay the Tenant **\$3,075.00** in settlement of both Applications. Both parties confirmed their understanding of this settlement agreement before and after the agreement was made. This agreement and order is fully binding on the parties.

The Tenant is issued with a Monetary Order in the amount of \$3,075.00 which is enforceable in the Small Claims court **if** the Landlord fails to make payment to the Tenant forthwith in accordance with this agreement.

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: January 21, 2015

Residential Tenancy Branch

