



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of her filing fee for this application from the tenant.

The landlord appeared. The tenant appeared with her agent.

The tenant stated that she did not have all of the pages of the landlord's evidence in her possession (the Residential Tenancy Branch received approximately 60 pages of evidence and 19 photos; the tenant stated she had approximately 35 pages of evidence and 19 photos). Further, the landlord stated that she had not received the tenant's evidence. The tenant's evidence was delivered to the landlord's mailbox one day late on 22 June 2015. In order for both parties to be heard and respond, it was necessary for each party to have the opposing party's evidence before them. As such, I informed the parties that in order to proceed with a hearing on the merits, it was necessary to adjourn the hearing.

Before adjourning the hearing, I informed the parties that it was possible to engage in settlement discussion notwithstanding the issues with evidence. The parties determined that they wished to engage in settlement discussions. Through their discussions the parties were able to reach an agreement.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw her application.
2. The tenant agreed that the landlord could retain the deposits totaling \$1,700.00.
3. The tenant agreed to pay to the landlord \$75.00 for cleaning. This payment has already been sent by mail.
4. Both the tenant and landlord agree that no further claims in respect of this tenancy will be brought before the Residential Tenancy Branch.

Each party stated that she understood the terms of the agreement. Each party stated that she accepted the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn.

The landlord may retain the tenant's deposits totaling \$1,700.00.

The monetary order is to be used if the tenant does not pay \$75.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding amount as set out in their agreement. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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 subsection 9.1(1) of the Act.

Dated: June 29, 2015

Residential Tenancy Branch