



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Y2 HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on May 01, 2015 seeking to obtain a Monetary Order for the return of his damage deposit and to recover the cost of the filing fee from the Landlord for this application.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. 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.

Each person gave affirmed testimony. The Tenant testified that he served the Residential Tenancy Branch (RTB) with copies of the same documents he served to the Landlord. The Landlord acknowledged receipt of that evidence and no issues were raised regarding service or receipt of that evidence.

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. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Have the parties agreed to settle these matters?
2. If so, what are the terms of the settlement agreement?

Background and Evidence

The undisputed evidence was the parties entered into a written fixed term tenancy that began on January 23, 2014 and switched to a month to month tenancy after January 31, 2015. Rent of \$1,500.00 was payable on or before the first of each month and on January 22, 2014 the Tenant paid \$750.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

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 Tenant agreed to withdraw their application for Dispute Resolution;
- 2) The Landlord agreed to pay the Tenant **\$250.00** as full and final compensation; and
- 3) in consideration for this mutual settlement the parties agreed that no further claims will be made by either party whatsoever arising from this tenancy.
- 4) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*.

In support of the settlement agreement, The Tenant has been issued a Monetary Order for **\$250.00**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the settlement agreement. This Order may be filed with 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: October 14, 2015

Residential Tenancy Branch

