



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **(RECORD OF SETTLEMENT)**

Dispute Codes      MNR, MNSD, MNDC, FF

#### Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The tenant appeared with her agent. The tenant's agent is the tenant's mother. The landlord appeared with her agent. The landlord's agent is the landlord's spouse.

At the hearing, the tenant indicated that she may pursue additional claims before the Residential Tenancy Branch and Provincial Court Small Claims Division. The tenant's agent expressed that she was willing to pay an amount as a settlement to the landlord provided that it resolve all outstanding issues between the parties. The parties engaged in robust settlement conversation for nearly two hours resulting in a settlement agreement to resolve all outstanding issues between the parties.

#### Background

This tenancy has been the subject of various actions both before the Residential Tenancy Branch and the British Columbia Supreme Court. The landlord has an outstanding monetary order in the amount of \$4,425.00 and an unsettled bill of costs in the amount of \$3,603.83. The landlord still holds the tenant's security deposit in the amount of \$1,400.00.

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

1. The landlord agreed to withdraw her claim.
2. The tenant agreed that, on or before noon on 15 January 2016, the tenant will personally deliver a bank draft in the amount of \$2,800.00 to the landlord at her home.
3. The tenant agreed that the landlord would retain the security deposit in the amount of \$1,400.00.
4. The tenant acknowledged and agreed that, by entering into this settlement agreement, the tenant releases the landlord from any and all claims before any court or tribunal in any jurisdiction.
5. The landlord acknowledged and agreed that, by entering into this settlement agreement, the landlord releases the tenant from any and all claims before any court or any tribunal in any jurisdiction. Specifically, the landlord acknowledges that she will not seek enforcement of the monetary order in the amount of \$4,425.00 and she will not seek enforcement of the bill of costs in relation to the judicial review proceedings in the amount of \$3,603.83.
6. The landlord agreed that she would not oppose any application by the tenant to seal the British Columbia Supreme Court file.

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

If the tenant fails to pay the amount of \$2,800.00 on or before 15 January 2016, the parties may treat this agreement as at an end.

Conclusion

The landlord's application is withdrawn on the basis of the above settlement.

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: November 02, 2015

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Residential Tenancy Branch

