



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW HEARING DECISION**

Dispute Codes      MNDC FF

### Introduction and Analysis

This hearing dealt with a Review Hearing of the tenant's original Application for Dispute Resolution, seeking compensation of \$3,220.00 which is the equivalent of two months' rent.

On February 2, 2016, an Arbitrator issued a Decision dismissing the applicant's application as the applicant did not attend the hearing.

On February 23, 2016 a different Arbitrator suspended the February 2, 2016 decision pending the outcome of this Review Hearing held on this date, April 14, 2016.

The applicant tenant, the landlord and an agent for the landlord attended the Review Hearing scheduled for this date. At the outset of the hearing, the parties agreed that the original application was incorrect as the tenant had used a landlord's application. As a result, and by consent of the parties, the application was amended to properly reflect the applicant as the tenant, M.P. and the respondent as the landlord, F.G.

During the Review Hearing, the parties reached a mutually settled agreement pursuant to section 63 of the *Act* as follows regarding all matters related to this tenancy:

### *Settlement Agreement*

1. The parties agree that all matters between the parties are concluded.
2. The tenant withdraws his application in full as part of this mutually settled agreement.
3. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

Given the above, I **set aside** the original decision dated February 2, 2016 pursuant to section 81(3) of the *Act* and pursuant to section 63 of the *Act*, I **order** the parties to comply with the terms of their mutually settled agreement described above.

### Conclusion

The original decision dated February 2, 2016 has been set aside and is of no force or effect.

The parties are ordered to comply with the terms of their mutually settled agreement as described above.

As this matter was resolved by way of a mutually settled agreement, I do not grant the recovery of the filing fee.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: April 14, 2016

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Residential Tenancy Branch