



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF – Landlord's application
 MNSD MNDC OLC FF – Tenant's application

Introduction

This hearing convened on February 25, 2016 for 90 minutes during which I heard each party's submissions relating to the Tenant's application. The hearing time expired, the matters were adjourned, and an Interim Decision was issued February 26, 2016. The matters reconvened on April 27, 2016 for 54 minutes. This is the final Decision regarding these matters and must be read in conjunction with my Interim Decision of February 26, 2016.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions during both hearings.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The parties entered into a tenancy agreement (either written or verbal) which required payment of rent starting as of May 1, 2015. Rent of \$850.00 was payable on the first of each month and on or around April 18, 2015 the Tenant paid \$425.00 as the security deposit plus \$100.00 as the pet 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 and achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution;
- 2) The Landlord agreed to withdraw her application for Dispute Resolution;
- 3) The Landlord agreed to pay the applicant Tenant **\$900.00** as full and final compensation;
- 4) The \$900.00 payment will be personally delivered to the Tenant by the Landlord's Agent in the form of cash; bank draft; or certified cheque, at 6:00 p.m. on April 28, 2016 at the predetermined location in front of the grocery store;
- 5) The Landlord's Agent will bring two copies of a receipt that must be signed by both parties upon delivery of the \$900.00 payment with one copy of the receipt to be given to the Tenant;
- 6) in consideration for this mutual settlement each person agreed that no further claims will be made by anyone whatsoever arising from this tenancy;
- 7) Each person acknowledge their understanding that this settled Decision resolves the matters contained in both the Tenant's and Landlord's application and that no finding was made on the merits of the said applications for dispute resolution; and
- 8) 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 fees.

In the event the Tenant does not receive the agreed upon payment of \$900.00 in person on April 28, 2016, on or around 6:00 p.m., the Tenant may serve the Landlord the enclosed Monetary Order for **\$900.00**; which may be enforced through Small Claims Court.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act and the Tenant has been issued a Monetary Order for **\$900.00**.

This decision is final, legally binding, 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 27, 2016

Residential Tenancy Branch