



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on December 17, 2015. The Tenant filed seeking monetary compensation for the return of double the security deposit; compensation equal to one month's rent; plus moving costs.

The hearing was conducted via teleconference and was attended by the Landlord; the Landlord's Agent; the Tenant, and the Tenant's Agent. Each person gave affirmed testimony. 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.

The Landlord stated that he was recording the hearing for his own purposes. I informed all parties that Residential Tenancy Branch Rule of Procedure 6.11 prohibits all participants from recording dispute resolution hearings, except for official transcripts as allowed by Rule 6.12. Prohibited recording includes any audio, photographic, video or digital recording.

As per the above, I instructed the Landlord to turn off his recording device. When the Landlord turned off his recording device his phone caused sever interference on the telephone line at which time I instructed the Landlord to disconnect from the hearing and call back. The Landlord called back into the hearing at 9:11 a.m. and the hearing continued at that time.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these and all future disputes relating to this tenancy?

Background and Evidence

The Tenant and her husband had been occupying the rental unit since January 15, 2014 which involved a tenancy agreement listing a different person's name. The applicant Tenant entered into a written fixed term tenancy agreement that began on February 1, 2015 and was scheduled to end on July 31, 2015. As stated on the latest tenancy agreement rent was payable on the first of each in the amount of \$2,500.00 and a security deposit of \$2,350.00 was paid on January 15, 2014.

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 their application for Dispute Resolution;
- 2) The Landlord agreed to pay the applicant Tenant **\$2,800.00** as full and final compensation;
- 3) The \$2,800.00 payment will be sent to the applicant Tenant by the Landlord or his Agent in the form of a bank draft or certified cheque, via registered mail, no later than May 2, 2016;
- 4) in consideration for this mutual settlement each person agreed that no further claims will be made by anyone whatsoever arising from this tenancy;
- 5) Each person acknowledge their understanding that this settled Decision resolves the matters contained in the Tenant's application and that no finding is made on the merits of the said application for dispute resolution; and
- 6) 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.

In the event the Tenant does not receive the agreed upon payment of \$2,800.00 by registered mail, the Tenant may serve the Landlord the enclosed Monetary Order for **\$2,800.00**; 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 **\$2,800.00**.

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