



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of double the amount of the security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, CF ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he worked for a property management company and that he had authority to speak on behalf of the individual landlord named in this application, as an agent at this hearing. This hearing lasted approximately 73 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the Act, I find that the landlord was duly served with the tenant's application.

The tenant stated that he had not received the landlord's written evidence package, which the landlord said he tried to serve on the tenant's lawyer. As this matter settled, I do not find it necessary to make any findings regarding service of the landlord's written evidence package.

### 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.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. The tenant agreed to provide the landlord with a void cheque by way of facsimile by August 17, 2016;
2. The landlord agreed to pay the tenant \$6,847.88 by way of electronic funds transfer by October 1, 2016;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

### Conclusion

The tenant must bear the cost of the \$100.00 filing fee paid for his application.

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: August 15, 2016

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Residential Tenancy Branch