



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, FF, O (Tenant's Application)
OPB, FF (Landlords' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant on July 8, 2016 and by the Landlords on July 25, 2016.

The Tenant applied to: cancel a notice to end tenancy for cause; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlord to comply with the Act, regulation or tenancy agreement; to recover the filing fee from the Landlords; and for "Other" issues. The Landlords applied to obtain an Order of Possession for breach of an agreement and to recover the filing fee from the Tenant.

Preliminary Issues

The Tenant and one of the Landlords appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application and the Tenant's documentary evidence. The Tenant confirmed receipt of the Landlord's documentary evidence but submitted that it had been served to her late and served to her work address. I noted that the majority of the Landlord's documentary evidence pertained to damages to the rental unit for which the Landlord had not applied for. As a result, I informed the parties that I would only consider the Landlord's documentary evidence in rebuttal to the Tenant's monetary claim if the Tenant was not disadvantaged by the late evidence which I would deal with as we progressed through the hearing. The Landlord was informed that she was at liberty to make an Application for damages to the rental unit separately to these proceedings.

The parties confirmed that the tenancy had ended and the rental unit had been vacated. As a result, the Landlord withdrew her Application for an Order of Possession and the Tenant withdrew her Application to cancel the notice to end tenancy. The Landlord had

also disclosed a monetary claim for unpaid rent and to keep the Tenant's security deposit. However, the Landlord confirmed that the Tenant had paid rent and that there was no monetary claim. The Tenant confirmed that the only matter to be decided on her Application was her monetary claim and that the "Other" issue was for the return of her security deposit.

Settlement Agreement

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. Both parties agreed to settle their Applications and the Landlord's potential monetary claim for damages to the rental unit in full and final satisfaction as follows:

The Landlord agreed to pay the Tenant **\$655.00** which represents monetary compensation for the Tenant; the Tenant's filing fee, the Tenant's full return of the security deposit, and the Landlord's monetary claim for damages to the rental unit. This amount is in full and final satisfaction of both Applications and no further Applications are permitted. This amount is payable by the Landlord forthwith. The Tenant is issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court **if** the Landlords fail to make payment.

The Tenant provided her forwarding address, which is detailed on the front page of this decision, which the Landlord may use to make payment. The Landlord is cautioned to retain documentary evidence of payment made to meet the terms and conditions of this agreement. This agreement and order is fully binding on the parties. The parties confirmed their voluntary agreement and understanding to resolution in this matter both during and at the conclusion of the hearing. These files are now closed.

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: September 01, 2016

Residential Tenancy Branch