



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

These hearings were convened by way of conference call concerning an Application for Dispute Resolution (the “Application”) made by the Landlord on January 8, 2016 for a Monetary Order for: damage to the rental unit; to keep the Tenant’s security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation, or tenancy agreement; and, to recover the filing fee from the Tenant.

The Landlord, the Tenant, and two advocates for the Tenant appeared for the hearings. All testimony provided was taken under affirmation during the hearings. The hearing process was explained to the parties and they had no questions about the proceedings.

Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. The Tenant confirmed receipt of the Landlord’s Application. The parties also confirmed receipt of each other’s documentary and photographic evidence served prior to the September 1, 2016 hearing which was adjourned as the scheduled time allotted for that hearing had been reached.

Section 63 of the Ac states that an 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.

The hearings heard the Landlord’s extensive monetary claim as detailed in a monetary worksheet which the Landlord had compiled. During the hearing, the parties settled portions of the Landlord’s monetary claim. As a result, after the parties had finished providing their extensive evidence in relation to the Landlord’s monetary claim that was disputed, I offered the parties an opportunity to settle the matter by way of a negotiated settlement agreement.

The parties then turned their minds to compromise and engaged into a lengthy negotiation discussion on the amount the Landlord's Application should be settled with. After a series of proposals made by both parties, they were able to reach consensus and achieve a resolution of their dispute.

Settlement Agreement

Both parties agreed to settle the Landlord's Application in full and final satisfaction for the amount of \$2,100.00. The Tenant consented to the Landlord keeping her security and pet damage deposit of \$1,000.00. Therefore, this left a balance of \$1,100.00 which the Tenant agreed to pay to the Landlord by the end of November 2016.

Accordingly, the Landlord is issued with a Monetary Order for the balance of the agreed amount of \$1,100.00 which is enforceable in the Small Claims Division of the Provincial Court **if** the Tenant fails to make payment in accordance with this agreement. Copies of this order are attached to the Landlord's copy of this Decision. The Tenant or her agents should retain documentary evidence of payment made to the Landlord in accordance with this agreement.

This agreement and order is fully binding on the parties and is in full satisfaction of the Landlord's Application. The parties confirmed their agreement to resolution in this manner both during and at the conclusion of the hearing. This file is 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: November 14, 2016

Residential Tenancy Branch