



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD; MNSD, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to retain the tenant's security deposit, pursuant to section 38.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- 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 tenant and her advocate, IR (collectively "tenant") and the landlord 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 tenant confirmed that her advocate had authority to speak on her behalf at this hearing. The hearing lasted approximately 96 minutes in order to allow both parties to fully negotiate a settlement of this matter.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The tenant confirmed that she did not receive the landlord's amendment increasing his monetary claim from \$2,987.00 to \$4,687.00 or his late evidence package. However, both parties agreed to settle the landlord's application for his increased amended claim of \$4,687.00 at this hearing.

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, 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. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$850.00;
2. The tenant agreed to pay the landlord a total of \$1,080.00 by way of e-transfer by December 13, 2016;
 - a. both parties exchanged e-mail addresses during the hearing in order to facilitate the e-transfer;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for her application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' 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 affirmed at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed 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.

During the hearing, I explained the process of settlement and the enforceability of it to both parties. Both parties were provided with extra time to think about whether they wished to negotiate and make offers. The tenant was provided with extra time to discuss settlement options with her advocate privately, before reaching a settlement agreement with the landlord.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,080.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #2 of the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #2 of the above agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenant must bear the cost of the \$100.00 filing fee paid for her 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: December 12, 2016

Residential Tenancy Branch