



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RPP

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the Landlord to return the Tenant’s personal property and for a Monetary Order for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement.

Both parties appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenant’s Application. The Tenant confirmed that she had not provided any documentary evidence prior to this hearing and also confirmed receipt of the Landlord’s 46 pages of evidence served prior to the hearing.

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.

During the hearing the Landlords disclosed a monetary claim against the Tenant as laid out in the Landlords’ evidence package. The Landlords were informed that a monetary claim against a party can only be determined by filing an Application for Dispute Resolution and that this cannot be done through the service of documentary evidence alone. Therefore, the Landlords were informed that I would not be dealing with their monetary claim in this hearing but they were at liberty to apply for their losses by making a separate Application.

Section 63 of the Act allows an Arbitrator to 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. As a result, I offered the parties an opportunity to settle the matter by mutual agreement. The parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of the dispute through a settlement agreement as follows.

Settlement Agreement

The Tenant withdrew her monetary claim against the Landlords. In return, the Landlords agreed not to file a monetary claim against the Tenant for their losses. The Tenant provided permission for the Landlords to keep her security deposit of \$375.00 to offset against unpaid rent and in full and final satisfaction of the issues in this tenancy. Therefore, no further Applications are permitted and this matter has now been closed.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and the parties understood the full nature of their agreement to resolution in this manner. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 04, 2017

Residential Tenancy Branch