



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC MNR MNSD O OLC

### Introduction

This hearing was convened in response to applications by the tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The tenant requested:

- a Monetary Order for the cost of emergency repairs and for money owed or compensation for damage or loss under the *Act*;
- a return of all or part of the pet or security deposit;
- unspecified Other relief; and
- an Order for the landlord to comply with the *Act* pursuant to section 62;

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions. The tenant was represented at the hearing by advocate, T.L. The advocate confirmed that she had full authority to speak on behalf of, and to enter into agreements on for the tenant.

The landlord confirmed receipt of the tenant’s application for dispute resolution (‘Application’) and evidence package by way of Registered Mail “sometime towards the end of February.” In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the Application and 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, 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 currently under dispute at this time.

1. The landlord agreed to pay the tenant \$308.93 in full satisfaction for a return of the security deposit and to cover the cost associated with the replacement of a lock.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord application.

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

### 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 tenant's favour in the amount of \$308.93. Should the landlord 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.

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: April 19, 2017

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Residential Tenancy Branch