



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNSD, FF;    CNR, OLC

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenant's security and pet damage deposits (collectively "deposits"), pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant section 72.

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

Both parties 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 hearing lasted approximately 28 minutes in order to allow both parties to negotiate a full settlement of both applications.

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.

### 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 and 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 \$1,050.00 from the tenant's deposits of \$1,700.00;
2. The landlord agreed to return \$650.00 from the tenant's deposits to the tenant by way of e-transfer by April 14, 2017;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications at this hearing;
4. Both parties agreed that they will not initiate any future 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 that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Filing fees are discretionary awards given by Arbitrators usually when a party is fully successful after a full hearing on the merits of the application. As this matter settled between the parties and I was not required to make a decision regarding the merits of these applications, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for her application and the landlord must bear this cost.

### Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$1,050.00 from the tenant's deposits.

The landlord must bear the cost of the \$100.00 application filing fee paid for her application.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$650.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by condition #2 of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above monetary agreement. 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 11, 2017

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Residential Tenancy Branch