



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, RP, LRE, RR, SS

Introduction

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

- a monetary order for the cost of emergency repairs and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to serve documents or evidence in a different way than required by the *Act*, pursuant to section 71.

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 70 minutes in order to allow both parties to negotiate a full settlement of the tenant's application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence package.

The tenant confirmed that she did not receive the landlord's USB evidence until the day before this hearing by email, and the landlord claimed that he did not receive a witness

statement and store receipts from the tenant. As this matter settled, I do not find it necessary to record findings regarding service of the above evidence to the parties, as the evidence was not considered.

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 \$250.00 from the tenant's security deposit of \$550.00;
2. The landlord agreed to return \$300.00 from the tenant's security deposit to the tenant by way of a cheque to be mailed out by May 9, 2017, provided that the tenant first provides the landlord with the postal code for her mailing address by May 8, 2017;
3. The tenant agreed to check whether she has any missing items from the rental unit that the landlord itemized during the hearing and the tenant agreed to return these items to the landlord if she has them or let the landlord know if she does not have them;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application and any issues arising out of this tenancy;
5. 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.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$250.00 from the tenant's security deposit.

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 \$300.00. 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.

I order the tenant to check whether she has any missing items from the rental unit that the landlord itemized during the hearing and either return these items to the landlord if she has them or let the landlord know if she does not have them, **within 30 days of receiving this decision.**

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: May 08, 2017

Residential Tenancy Branch