



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

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

- a monetary order totalling \$12,426.93 for unpaid rent, for damage to the rental unit and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

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. This hearing lasted approximately 46 minutes in order to allow both parties to negotiate a full settlement of this application and any issues arising out of this tenancy.

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

The tenant stated that she did not receive the landlord's written evidence package. The landlord said that she was unable to serve the written evidence package to the tenant. I notified the landlord that I could not consider her written evidence package at the hearing or in my decision because it was not served to the tenant as required by Rule 3.1 of the Residential Tenancy Branch *Rules of Procedure*. As the parties settled this matter between themselves, I was not required to consider the landlord's written evidence package in any event.

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 the tenant's entire security deposit of \$850.00;
2. The tenant agreed to pay the landlord \$5,342.00 according to the following terms:
 - a. the payments will begin on September 23, 2017 and end on July 23, 2018;
 - b. the payments will be made on the 23rd day of each month;
 - c. the payments from September 23, 2017 to June 23, 2018 will be in the amount of \$500.00 per month;
 - d. the final payment due on July 23, 2018 will be in the amount \$342.00;
 - e. all payments will be made by way of e-transfer and during the hearing, both parties confirmed their email address to facilitate the above payments;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlord 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.

The landlord confirmed under oath, a number of times during the hearing, that she was making this agreement freely, without any coercion or pressure, and that she wanted to voluntarily settle her monetary application for a lesser amount.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain the tenant's entire security deposit of \$850.00.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$5,342.00. 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 monetary agreement. The tenant 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 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 landlord must bear the cost of the \$100.00 filing fee paid for this 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: August 23, 2017

Residential Tenancy Branch