



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSC, MND, MNDC, FF

Introduction

A hearing was convened based on cross-applications filed under the *Residential Tenancy Act* (the “Act”). The tenant’s application, filed April 25, 2017, was for recovery of the security and pet deposits and compensation for breach of the Act, regulation or tenancy agreement.

The landlord’s application, filed May 10, 2017, was for compensation for damage to the rental unit, compensation for breach of the Act, regulation, or tenancy agreement, and authorization to retain the security deposit. Both parties also sought recovery of their application filing fee.

An agent attended on behalf of the landlord. The tenant attended on his own behalf. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws its application in full.

2. The tenant withdraws his application in full.
3. The landlord will pay the tenant the total amount of **\$1,117.00** in full and final settlement of all claims made by either party in their respective applications.

In support of this settlement agreement and with the consent of both parties I grant the tenant a monetary order in the amount payable by the landlord. If the landlord does not comply with the terms of this settlement agreement, the tenant may file this order in the Small Claims Division of the Provincial Court and enforce it as an order of that Court. The landlord must first be served with the order.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their prior tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: September 19, 2017

Residential Tenancy Branch