



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, MNR, MNSD, FF (Landlord's Application)
CNC, AS, MNSD, MNDC, FF (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord and the Tenant. Both applications were scheduled to be heard together in this hearing.

The Landlord applied for an Order of Possession to end the tenancy and a Monetary Order for unpaid rent and damages to the rental unit. The Landlord also applied to keep the Tenant's security and pet damage deposit, and to recover the filing fee. The Tenant applied for the following issues: to cancel the notice to end tenancy for cause; for an order granting permission to assign or sublet the rental unit; for monetary compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the return of the security and pet damage deposits; and to recover the filing fee.

Both parties appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application and raised no issue with respect to the service of each other's evidence prior to the hearing. The dispute resolution hearing was explained to the parties and no questions were asked about the hearing process. Both parties were given a full opportunity to present their evidence, make submissions to me, and ask questions of the other party on the evidence provided.

At the start of the hearing, the parties confirmed that the Tenant had moved out of the rental unit on August 14, 2017 and the Tenant had not paid rent for that month. As a result, I dismissed the Landlord's Application for an Order of Possession and the Tenant's Application to cancel the notice to end tenancy and requesting a sublet or assignment of the rental unit. The parties confirmed that the only matters remaining before me to determine in this hearing were the parties' monetary claims.

Section 63 of the Act enables an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, it may be recorded in the form of a decision or an order.

Therefore, after the parties had finished providing their evidence and submissions, I informed the parties that I would make legal findings based on the evidence provided before me. In the alternative, I offered the parties an opportunity to resolve the monetary claims by mutual settlement.

The parties were informed that resolution in this manner was purely voluntary and must be made by the parties without pressure or coercion. The Landlord then put forward an offer to the Tenant to settle both Applications. However, after the Tenant had agreed to the Landlord's offer, the Landlord revised the offer which was then not acceptable to the Tenant. The parties then turned their minds to compromise, and with my assistance were able to reach agreement as follows.

Settlement Agreement

The Landlord will retain the Tenant's security and pet damage deposits in the amount of \$1,500.00 to cover August 2017 unpaid rent. In addition, the Tenant agreed to pay the Landlord \$312.50 to settle both Applications in full and final satisfaction. The Landlord is issued with a Monetary Order for this amount, which can be enforced if the Tenant fails to make this payment to the Landlord forthwith. Copies of this order for service and enforcement are attached with the Landlord's copy of this Decision. The Tenant is cautioned to retain documentary evidence of the payment made.

The parties confirmed their voluntary agreement to resolution by mutual settlement both during and at the end of the hearing. Both files are now closed. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act

Dated: October 23, 2017

Residential Tenancy Branch