



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDC, O

Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") for: an illegal rent increase, money owed or compensation for damage or loss under the *Residential Tenancy Act* the "Act", regulation or tenancy agreement; and "Other" issues.

The Landlord, the Tenant, and an assistant for the Tenant appeared for the hearing. All testimony was provided under affirmation. The Landlord confirmed receipt of the Tenant's Application and both parties confirmed receipt of each other's documentary evidence served and exchanged prior to the hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

At the start of the hearing, the Tenant confirmed that the only matter that was to be dealt with in this hearing was his monetary claim, and that the remaining issues elected on the Application were clerical errors. Therefore, the remaining issues were dismissed.

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 or an order.

Therefore, after the parties had finished providing all of their evidence in relation to the monetary claim before me, I offered the parties an opportunity to settle the matter through mutual agreement.

Both parties took some time to consider voluntary resolution in this manner. The parties turned their minds to compromise and achieved a resolution of this dispute.

The Landlord agreed to settle the Tenant's Application in full and final satisfaction in the amount of \$1,470.92. This comprises of: prorated rent for May 2017; compensation as a result of the tenancy ending; and the return of the Tenant's \$325.00 security deposit.

The Tenant considered the Landlord's offer and decided to accept this amount in full and final satisfaction of his Application. The Landlord agreed to make this payment to the Tenant forthwith and in any case, on or before November 15, 2017. The payment is to be sent by the Landlord to the rental unit address as the Tenant is having mail forwarded/redirected to him from the rental unit.

In order to give effect to this agreement the Tenant is issued with a Monetary Order for this agreed amount. This order is enforceable in the Small Claims Division of the Provincial Court as an order of that court **if** the Landlord fails to make payment forthwith under the terms of this settlement agreement. The Landlord is cautioned to retain documentary evidence of payment made to meet the terms of this agreement.

This agreement and order is fully binding on the parties and is in full and final satisfaction of the Tenant's Application. The parties confirmed their voluntary agreement to proceed with mutual resolution in this manner both during and at the end of the hearing. This file is 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: November 06, 2017

Residential Tenancy Branch