



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for rent, utilities, strata fees and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The landlord stated that she served the tenant with her evidence package by registered mail and provided a tracking number. The package was sent to the forwarding address given to the landlord by the tenant. The package was returned as unclaimed. I find that the tenant was served in accordance with section 88 of the *Residential Tenancy Act*

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order?

### **Background and Evidence**

The tenancy started on March 15, 2017 and ended on June 24, 2017. The monthly rent was \$2,200.00 payable on the first of each month.

The tenants agreed that they owed for utilities and strata fees. The landlord's claim was discussed at length and during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to pay the landlord \$619.33 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$619.33 in full and final settlement of all claims against the tenant. A monetary order in this amount will be granted to the landlord.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

As per the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$619.33**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of \$619.33.

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 25, 2018

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Residential Tenancy Branch