



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** Landlord – OPR, FF. Tenant – CNR, MNDC, FF.

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied to cancel the notice to end tenancy and for a monetary order for compensation and the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of evidence from each other.

At the start of the hearing the parties confirmed that the tenancy had ended on May 31, 2018 and therefore the landlord was not seeking an order of possession and the tenant was not seeking to cancel the notice to end tenancy. Accordingly this hearing only dealt with the monetary claims of both parties

### **Issues to be decided**

Are the parties entitled to monetary orders?

### **Background and Evidence**

The tenancy ended on May 31, 2018. The monetary claims of both parties were discussed 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 landlord agreed to pay the tenant \$350.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$350.00 from the landlord in full and final settlement of all claims against the landlord. A monetary order for this amount will be granted to the tenant.
3. The parties agreed to resolve the return of the deposit separately on their own.
4. The 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their own application. 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.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$350.00.. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$350.00**.

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: June 13, 2018

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Residential Tenancy Branch