



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ERP FFT MNDCT OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67 of the *Act*;
- return of the security deposit pursuant to section 38 of the *Act*;
- an order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 62 of the *Act*;
- an order for emergency repairs pursuant to section 62 of the *Act*; and
- recovery of the filing fee for this application pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding package, which the tenant personally served to the landlord on June 1, 2018, in accordance with section 89 of the *Act*. The tenant emailed her evidentiary materials to the landlord, which is not a permissible method of service for documents. The landlord acknowledged receipt of only some of the evidentiary materials, therefore I advised the tenant that I would not consider any of her evidence that was not received or viewable by the landlord.

The tenant confirmed receipt of the landlord's evidentiary materials by registered mail. Therefore, I find that the landlord's evidentiary materials for this hearing were served in accordance with section 89 of the *Act*.

#### Preliminary Issue – Amendment to the Tenant's Application for Dispute Resolution

At the outset of the hearing, the landlord confirmed the spelling of his first name, which appeared to be different than the spelling provided on the tenant's application. Pursuant to my authority under section 64(3)(c) of the *Act*, I amended the tenant's application to correct the spelling of the landlord's first name.

#### Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord will return the tenant's \$400.00 security deposit in full, and the landlord will reimburse the tenant for the \$100.00 filing fee for this application, for a total payment of \$500.00 in the form of cheque made payable to the tenant.
2. By 5:00 p.m. on July 20, 2018, the landlord will deliver the above-noted cheque to the "Address for Service of Documents" provided in the tenant's application for this dispute resolution.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application, the landlord's request for any compensation for damages arising from the tenancy, and all issues currently under dispute at this time, and that they agreed free of any duress or coercion.
4. The tenant's application for dispute resolution in its entirety is cancelled, and both parties agreed that no further claims will be made by the tenant or the landlord whatsoever arising from this tenancy.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant the attached Monetary Order in the amount of \$500.00 to be served on the landlord by the tenant **only** if the landlord fails to pay the tenant the full amount of \$500.00 by 5:00 p.m. on July 20, 2018. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenant is enforcing the Monetary Order.

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: July 20, 2018

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Residential Tenancy Branch