



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNSD, FFT

### Introduction

On May 18, 2018, the Tenant applied for a dispute resolution proceeding seeking a Monetary Order for compensation pursuant to Section 38 of the *Act* and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing on his own behalf. The Landlord attended the hearing on his own behalf, with J.D. in attendance as his advocate. All in attendance provided a solemn affirmation.

The Tenant confirmed that he had served the Landlord the Notice of Hearing package by hand on May 29 or 30, 2018 and the Landlord confirmed receipt of this package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing package.

All parties acknowledged receiving the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Settlement Agreement

I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "*Act*") which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord shall pay to the Tenant the sum of **\$800.00**.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition one is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$800.00**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenant. 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.

#### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenant with a conditional Monetary Order in the amount of **\$800.00** to serve and enforce upon the Landlord, if necessary.

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 30, 2018

---

Residential Tenancy Branch