



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDCT FFT

Introduction

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

- the return of the security deposit pursuant to section 38 of the *Act*;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the landlord 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 tenant testified that the landlord was served with the Notice of Dispute Resolution by Canada Post registered mail on April 14, 2018, which was confirmed received by the landlord. The tenant's evidence was served on the landlord by posting it on the landlord's door on October 5, 2018, which was confirmed received by the landlord. The landlord testified that the tenant was served with the landlord's evidence on September 27, 2018, which was confirmed received by the tenant. Based on the undisputed testimonies of the parties, I find that the landlord was served with the notice of this hearing in accordance with section 89 of the *Act*, and the evidence of both parties was served in accordance with section 88 of the *Act*.

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 and all claims arising from this tenancy, given that this tenancy has ended:**

1. The landlord agreed to pay to the tenant the amount of \$1,312.50 in the form of electronic payment by no later than 5:00 p.m. on October 26, 2018.

2. The tenant agreed that the tenant's application for dispute resolution in its entirety is cancelled as it has been settled in full satisfaction by way of this agreement.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application and all issues currently under dispute at this time, and that no further claims will be made by the tenant or the landlord whatsoever arising from this tenancy.
4. Both parties confirmed that they agreed to these settlement terms free of any duress or coercion.

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 \$1,312.50 to be served on the landlord by the tenant **only** if the landlord fails to pay the tenant the full amount of \$1,312.50 by 5:00 p.m. on October 26, 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: October 23, 2018

Residential Tenancy Branch