



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT MNSD 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 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. The landlord was assisted by her daughter, M.Y. and the tenant was assisted by his son M.M.

As both parties were present, service of documents was confirmed. The tenant testified that the landlord was served with the Notice of Dispute Resolution Proceeding package and evidence by Canada Post registered mail in mid-February 2018, which was confirmed by the landlord. The landlord confirmed that no evidence was submitted by the landlord in this matter. Based on the undisputed testimonies of the parties, I find that the notice of this hearing was served in accordance with section 89 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**:

1. The landlord agreed to pay the tenant a total amount of \$1,280.82 in full and final satisfaction of the tenant's monetary claim.
2. The landlord made the settlement payment to the tenant via e-transfer during the hearing. The payment was confirmed received by the tenant during the hearing, and as such, no monetary order was required to be issued against the landlord for the purposes of enforcing this settlement agreement.
3. 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.
4. Both parties agreed that: the terms of this settlement as outlined above constitute a final and binding resolution of all issues currently under dispute at this time; no further claims will be made by the tenant or the landlord whatsoever arising from this tenancy; and they agreed free of any duress or coercion.

Conclusion

The landlord agreed to pay the tenant a total amount of \$1,280.82 in full and final satisfaction of the tenant's monetary claim.

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: September 24, 2018

Residential Tenancy Branch