



# 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.

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 by Canada Post registered mail February 7, 2018, which was confirmed by the landlord. 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*.

The tenant confirmed that she failed to serve the landlord with her evidence uploaded to the dispute website. The landlord testified that she sent the tenant her evidence on February 20, 2018, however the tenant testified that she only received one contractor invoice, but did not receive a copy of any utility bills, any other receipts, or photographs which the landlord submitted to the dispute website in July 2018.

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

At the outset of the hearing, the landlord confirmed that the spelling of her last name on the tenant's Application was incorrect. Pursuant to my authority under section 64(3)(c) of the Act, I amended the tenant's application to correct the landlord's last 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 and all claims arising from this tenancy**:

1. The landlord agreed to pay the tenant a total amount of \$600.00 in full and final satisfaction of the tenant's monetary claim.
2. The landlord will make this payment by way of cheque sent by mail to the tenant by no later than 5:00 p.m. on September 29, 2018. The tenant's address for service was confirmed during the hearing and has been noted on the cover sheet of this decision.
3. To allow time for the cheque to arrive to the tenant and be cashed, the parties agreed that the tenant would be granted a Monetary Order dated October 12, 2018 for the purposes of enforcement of Term #1 of this settlement agreement.
4. 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.
5. 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

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 \$600.00 to be served on the landlord by the tenant **only** if the landlord fails to pay the tenant the full amount of \$600.00 by 5:00 p.m. on October 12, 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: September 28, 2018

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Residential Tenancy Branch