



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL MNDCL-S MNRL-S (landlord); FFT MNDCT MNSD (tenant)**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and damage or compensation pursuant to section 67;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72; and
- Authorization to recover the filing fee for this application from the tenant(s) pursuant to section 72.

This hearing also dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for damage or compensation pursuant to section 67; and
- An order for the landlord to return the security deposit pursuant to section 38.

The landlord appeared. The tenant appeared with her advocate MN ("the tenant"). Both parties were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agree as follows:

- The landlord will pay to the tenant on or before November 31, 2018 at 1:00 PM the sum of \$750.00 being the amount agreed between the parties as being the security deposit paid by the tenant at the beginning of the tenancy and held by the landlord;
- All remaining claims by both parties are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$750.00 to the tenant on or before November 31, 2018 at 1:00 PM, to be served upon the landlord only if the landlord fails to pay the full amount by that time.

These terms comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The tenant is granted the attached monetary order requiring the landlord to pay the sum of \$750.00 to the tenant on or before November 31, 2018 at 1:00 PM, this order to be served upon the landlord only if the landlord fails to pay the full amount by that time.

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: November 02, 2018

Residential Tenancy Branch