



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRECISION PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

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

- An Order requiring the landlord to comply with the *Act*, Regulation and/or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72;

The tenant attended. DH, agent for the landlord, attended ("the landlord"). The landlord acknowledged receipt of the Application for Dispute Resolution and Notice of Hearing. Neither party raised issues of service. I find the tenant served the landlord according to section 89 of the *Act*.

The parties provided affirmed testimony. Each party had the opportunity to submit evidence and cross examine the other party.

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.

The tenant testified that he vacated the unit on November 30, 2018. He explained that he believed the landlord or the landlord's employees had been unlawfully entering the unit without notice in his absence; as a result, the tenant brought this application.

The parties agreed the tenant had paid a security deposit of \$600 to the landlord at the beginning of the tenancy which the landlord still held.

As the tenant had vacated the unit and the parties wished to bring an end to the tenancy relationship, the landlord agreed to return the deposit of \$600.00 to the tenant.

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 agreed as follows:

- The month-to-month tenancy between the parties ended on November 30, 2018;
- The landlord will pay to the tenant on or before January 18, 2019 at 1:00 PM the sum of \$600.00 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;
- The tenant's application is withdrawn 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 \$600.00 to the tenant on or before January 18, 2019 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 these applications 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 application.

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

Conclusion

To give effect to the settlement reached between the parties, I issue to the tenant a order requiring the landlord to pay the sum of \$600.00 to the tenant on or before January 18, 2019 at 1:00 PM, 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: January 07, 2019

Residential Tenancy Branch