



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding U-HAUL CO. OF B.C.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S FFL

### Introduction

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

- a monetary order for damage or compensation pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the tenant's security deposit in satisfaction of the monetary order requested pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenant 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. Landlord's agents C.D. and H.M. attended on behalf of the corporate landlord and are herein referred to as "the landlord".

As both parties were present, service of the Notice of this hearing was confirmed. The landlord testified that the tenant was personally served with the Notice of this hearing, which was confirmed received by the tenant. As such, I find that the tenant was served with the Notice of this hearing in accordance with section 89 of the *Act*.

Although the landlord submitted some evidence to the Residential Tenancy Branch, the landlord did not serve the evidence on the tenant. As well, the tenant did not serve any evidence on the landlord, and stated that she experienced technical difficulties trying to upload her evidence to the Residential Tenancy Branch dispute website and therefore had not submitted any evidence.

I find that neither party provided evidence in accordance with the Residential Tenancy Branch Rules of Procedure and therefore there was no evidence before me for my consideration in this matter.

I allowed the parties the opportunity to discuss a settlement of their dispute during the hearing.

### 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 tenant agreed to pay to the landlord \$800.00, in installments, to be paid in full by no later than 5:00 p.m. on April 15, 2019. The tenant will make the payments in cash to the person named on the cover sheet of this Decision, by contacting the named person the day before making the payment in order for the landlord to have a receipt prepared and provided to the tenant when payment is made. The landlord is provided with a Monetary Order for the full amount, enforceable ONLY if the tenant fails to abide by the terms of this settlement.
2. The landlord will retain the \$700.00 security deposit.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's Application, all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenant whatsoever arising from this tenancy.
4. The parties agreed to these settlement terms free of any duress or coercion.

### Conclusion

The tenant will pay the landlord \$800.00 in installments, to be fully paid by no later than 5:00 p.m. on April 15, 2019. The landlord will retain the \$700.00 security deposit. The landlord's application is dismissed in its entirety without leave to reapply.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Monetary Order in the amount of \$800.00 to be served on the tenant by the landlord **ONLY** if the tenant fails to pay the landlord as per the terms of the settlement agreement.

Should the tenant 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 tenant only makes a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

No further claims may be brought forward by either party arising from this tenancy.

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 14, 2019

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Residential Tenancy Branch