



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, MND, FF*

Introduction

This hearing dealt with an application by the landlord for a monetary order for compensation for loss of quiet enjoyment, for the cost of repairs and cleaning, and for the filing fee. The landlord also applied to retain the security and pet deposits.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The tenant's agent attended and assisted the tenant.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

Both parties agreed that the tenancy started on August 01, 2014 and ended on September 15, 2018. The monthly rent was \$1,555.00. The parties agreed that the landlord was in possession of the security and pet deposits in the total amount of \$1,555.00

Both parties filed 300+ pages of evidence. The landlord's claim was discussed at length and after 60 minutes of hearing time, the first item on the landlord's monetary claim worksheet was only partially discussed. However, during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain the deposits of \$1,555.00. The tenant agreed to pay an additional \$50.00 to the landlord, in full and final settlement of all claims against the landlord.
2. The tenant agreed not to pursue her application that is scheduled to be heard on May 03, 2019. That hearing is hereby cancelled and the parties are not required to call in.
3. The tenant agreed to make the payment of \$50.00 to the landlord by February 28, 2019.
4. The landlord agreed to accept the deposits plus \$50.00 in full and final settlement of all claims against the tenant.
5. A monetary order in the amount of \$50.00 will be granted to the landlord.
6. Both parties stated that they understood and agreed that the above terms are binding and comprise full and final settlement of all aspects of the dispute for both parties.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, in the amount of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the landlord a monetary order in the amount of \$50.00.

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 25, 2019

Residential Tenancy Branch