



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

On November 27, 2018, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Landlord and Tenant attended the hearing. All in attendance provided a solemn affirmation.

The Landlord confirmed that he had served each Tenant the Notice of Hearing package by registered mail on December 1, 2018 and the Tenant confirmed receipt of their package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served with the Notice of Hearing package.

The Landlord advised that he served his evidence on February 26, 2019 to the Tenants by registered mail and the Tenant confirmed receipt of the evidence. As service of this evidence complies with the time frame requirements of Rule 3.14 of the Rules of Procedure, I have accepted this evidence and will consider it when rendering this decision.

The Tenant advised that she did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The debt owed by the Tenants includes rent arrears in the amount of **\$1,702.60**, cleaning in the amount of **\$240.00**, a reduced repair cost of **\$500.00**, and the filing fee of **\$100.00**.
2. A security deposit of **\$825.00** was paid by the Tenants. The Landlord shall keep the entire deposit to apply to the outstanding debt.
3. Thus, the Landlord is granted a Monetary Order in the amount of **\$1,717.60**.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Landlord with a Monetary Order in the amount of **\$1,717.60** to serve and enforce upon the Tenants, if necessary.

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: March 25, 2019

Residential Tenancy Branch