



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's agent and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that her agent had permission to represent her at this hearing. This hearing lasted approximately 67 minutes.

The tenant stated that he did not receive the landlord's application for dispute resolution and notice of hearing but he said that he received the landlord's evidence package. He said that he got an email from the RTB with the notice of hearing information so he was able to call into the conference. He also confirmed that he sent in a written evidence package responding to the landlord's evidence. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's evidence package. The tenant confirmed that he wanted to proceed with this hearing and settle this application so I proceeded with the hearing and recorded the settlement between the parties.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$1,125.00;
2. The tenant agreed to pay the landlord a total of \$875.00 by way of e-transfer to the landlord's email confirmed during the hearing by May 12, 2019;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

Since both parties settled this application and I was not required to make a decision after a full hearing on its merits, I decline to award the \$100.00 filing fee to the landlord.

Conclusion

The landlord must bear her own cost for the \$100.00 filing fee paid for this application.

I order the landlord to retain the tenant's entire security deposit of \$1,125.00.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$875.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$875.00 as per condition #2 of the above agreement. The tenant must be served with a copy of this Order. 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.

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 13, 2019

Residential Tenancy Branch