



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL MNRL OPL**

Introduction

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

A monetary order for unpaid rent pursuant to section 67;
An order of possession for landlord's use of property pursuant to section 47 and 55; and
Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both the tenant and the landlord attended the hearing. The landlord confirmed receipt of the tenant's evidence. The tenant confirmed that she received the landlord's notice of hearing package and evidence, with the exception of the letters provided by the set of tenants living below the tenant who filed this application. The landlord admits he did not provide the letters to the tenant.

Preliminary Issue

I determined that it would cause unreasonable prejudice to the tenant if I were to accept evidence that the tenant did not have in her possession and in accordance with Rule 3.17, I declined to accept the landlord's evidence of the letters from the other tenants.

Preliminary Issue

The tenant testified that she moved out of the rental unit on March 31, 2019. The order of possession is no longer sought or required by the landlord. Pursuant to section 62(4), I dismiss this part of the landlord's application as it does not disclose a dispute that may be determined under Part 5 of the *Act*.

Settlement

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:

1. The landlord will retain the tenant's security deposit in the amount of \$950.00 in full and final settlement of his claim for compensation for unpaid rent.
2. Neither the landlord nor the tenant will file for any further dispute resolutions regarding this tenancy.
3. Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

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: April 16, 2019

Residential Tenancy Branch