



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES  
and [tenant name suppressed to protect privacy]

## **CORRECTED DECISION**

### AMENDED LEGAL NAMES TO REFLECT WHAT IS ON THE TENANCY AGREEMENT

Dispute Codes      CNR ERP

#### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on May 16, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both sides were present at the hearing. All parties provided testimony and were given a full opportunity to be heard, to present evidence and to make submissions.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary Matters

During the hearing, the Landlord stated that they tried to make a cross application for this hearing as they had their own issues they wanted to apply for (Monetary order for unpaid rent). However, the cross- application was not filed in time.

During the hearing, both parties agreed to hear the Landlord's future application (scheduled for June 11, 2019) to recover unpaid rent, and claim against the security deposit at this hearing. Also, since the Tenant has already moved out, all of the issues on her application are moot, and are dismissed, without leave to reapply.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties agreed to settle the remaining issues on this application (unpaid rent) as follows:

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant will pay the Landlord \$1,659.00.
  - This amount reflects the unpaid rent at the end of the tenancy (\$3,239.00) less the security and pet deposit currently held by the Landlord (2 x \$790.00)

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of all aspects of this application.

### Conclusion

In support of the agreement described above, the Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$1,659.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: May 17, 2019

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Residential Tenancy Branch