



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding YWCA METRO VANCOUVER  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** FFL MNDL-S MNRL-S

### **Introduction**

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

- a monetary order for unpaid rent or utilities, pursuant to section 67;
- a monetary order for monetary loss or money owed pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

NA ('landlord') appeared and testified on behalf of the landlord in this hearing. The tenant was assisted by her advocate SM in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing and evidence. In accordance with sections 88 and 89 of the Act, I find that the tenant was duly served with the landlord's application and evidence. The tenant did not submit any written evidence for this hearing.

### **Analysis**

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 tenant agreed that the landlord may keep her security deposit of \$607.50 in partial satisfaction of the outstanding money owed to the landlord.
2. The tenant agreed to pay an additional sum of \$240.00 to the landlord on or before June 30, 2021. The tenant agreed to make partial instalments in the minimum amount of \$10.00 per month, payable on the first of every month, commencing June 1, 2019 and continuing until this sum is paid in full.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing 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.

### **Conclusion**

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 \$240.00. The landlord provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the landlord does not abide by condition #2 of the above agreement. Should the tenant(s) 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: May 13, 2019

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Residential Tenancy Branch