



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

On March 8, 2019, 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*.

E.M. and T.C. attended the hearing as agents for the Landlord. The Tenant attended the hearing as well, with V.O. attending as the co-tenant. All in attendance provided a solemn affirmation.

T.C. confirmed that he had served the Tenant the Notice of Hearing package by registered mail on March 13, 2019 and the Tenant confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served with the Notice of Hearing package.

The Landlord advised that he only served copies of two invoices as evidence on June 5, 2019 to the Tenant by registered mail. The Tenant confirmed that he received this 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 Landlord was permitted to speak to all other evidence that was not served to the Tenant during the hearing.

The Tenant advised that he did not serve his evidence to the Landlord. As such, I have excluded this evidence and will not consider it when rendering my decision. However, the Tenant was permitted to speak to this evidence during the hearing.

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.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on March 1, 2016 and ended when the Tenant gave up vacant possession of the rental unit on February 28, 2019. The rent was established at \$1,210.00 per month, due on the first of each month. A security deposit of \$562.50 was paid. A cheque in the amount of \$233.75 was returned to the Tenant on March 7, 2019 as the balance of the security deposit that the Landlord was not claiming to keep, and the Tenant confirmed that he deposited this cheque.

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. A security deposit of \$562.50 was paid by the Tenant. The Landlord shall keep \$190.00 of this deposit.

2. As \$233.75 was already returned to the Tenant, the Landlord shall return to the Tenant the sum of **\$138.75** as the balance of the deposit.
3. 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.

If condition two is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$138.75**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenant. Should the Landlord 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.

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 Tenant with a conditional Monetary Order in the amount of **\$138.75** to serve and enforce upon the Landlord, 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: June 27, 2019

Residential Tenancy Branch