



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1163837 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the balance of the security deposit and the filing fee. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant was accompanied by his agent. The corporate landlord was represented by their agents.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and testified that she had not served the tenant with evidence of her own which was uploaded to the landlord's electronic file. Therefore the landlord's evidence was not used in the making of this decision. I find that the landlord was served with the tenant's evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy started on August 16, 2018 for a fixed term of one year. The parties agreed that the tenant would live rent free for the first six months and be responsible for utilities and all costs associated with occupying the rental unit. After six months, the parties entered into an agreement to end the tenancy effective February 15, 2019. The rent after six months was \$2,000.00 and the tenant paid a security deposit of \$1,000.00.

The reasons for the tenant's application were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$150.00, in full and final satisfaction of all claims against the tenant.
2. The tenant agreed to accept \$150.00 in full and final settlement of all claims against the landlord. A monetary order in this amount will be granted to the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$150.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the tenant a monetary order in the amount of **\$150.00**.

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: July 08, 2019

Residential Tenancy Branch