



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUTTON WEST COAST  
REALTY and [tenant name suppressed to protect  
privacy]

## **DECISION**

**Dispute Codes**      **FFL MNRL-S OPR**

### **Introduction**

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

- Authorization to recover the filing fees from the tenant pursuant to section 72;
- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67; and
- An Order of Possession for unpaid Rent pursuant to sections 46 and 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by property manager, JM ("landlord"). As both parties were in attendance, service of documents was confirmed. The tenant confirmed receipt of the landlord's Application for Dispute Resolution Proceedings Package and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

### **Preliminary Issue**

The landlord testified the tenant had moved out of the rental unit on September 2, 2019 and the landlord no longer requires an order of possession. The parties agreed this portion of the landlord's claim could be withdrawn in accordance with Rule 5 of the Residential Tenancy Branch Rules of Procedure.

### Settlement Reached

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 agrees to pay the landlord \$1,500.00 in full and final settlement of the landlord's claim.
2. Both the landlord and the tenant agree that neither party will file any further Applications for Dispute Resolution Proceedings regarding this tenancy.

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.

### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of **\$1,500.00**. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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: October 10, 2019

---

Residential Tenancy Branch