



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

LANDLORD: MNRL OPR-DR FFL
TENANT: MNDCT

Introduction

This hearing dealt with applications from both the landlord and the tenant pursuant to the *Residential Tenancy Act* (the *Act*).

Prior hearings were adjourned due to issues with service of documents. As such, this Decision should be read in conjunction with the prior Interim Decisions dated September 20, 2019 and October 25, 2019. At the reconvened hearing held on November 8, 2019, both parties attended. As the tenant no longer resided in the rental unit, the landlord no longer required an Order of Possession, however, she filed several amendments to her original application to add a claim for a monetary order for compensation for unpaid rent and other damages and losses. The tenant sought compensation for damages.

Both parties confirmed that they had exchanged Notice of Dispute Resolution Proceeding packages and the evidence for their applications. Based on the undisputed testimonies of the parties, I find that the documents for this hearing were served in accordance with the *Act*.

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. In this matter, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute which is documented below.

Both parties voluntarily agreed to the following **final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy, given that this tenancy has ended:**

1. The landlord agreed to make payment to the tenant in the amount of \$450.00 to be paid by electronic funds transfer to the tenant's email account by no later than 5:00 p.m. on November 30, 2019.
2. The landlord agreed to withdraw her application for dispute dated July 23, 2019 and all subsequent amendments, in its entirety without leave to reapply.
3. The tenant agreed to withdraw his application for dispute dated October 10, 2019 in its entirety without leave to reapply.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application for dispute, the tenant's application for dispute, all issues currently under dispute and all claims arising from this tenancy, and that no further claims will be made by the landlord or tenant whatsoever arising from this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant the attached Monetary Order to be served on the landlord by the tenant ONLY if the landlord fails to pay the tenant per the terms of the settlement agreement. Should the tenant be required to serve this Order on the landlord, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenant is enforcing the Monetary Order.

The landlord's application for dispute resolution dated July 23, 2019 and all subsequent amendments to that application are dismissed in its entirety without leave to reapply.

The tenant's application for dispute resolution dated October 10, 2019 is dismissed in its entirety without leave to reapply.

No further claims will be made by the landlord or tenant whatsoever arising from this tenancy.

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: November 08, 2019

Residential Tenancy Branch