



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A hearing by telephone conference was held on January 17, 2020. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both sides were present at the hearing. All parties provided testimony and were given a full opportunity to be heard, to present evidence and to make submissions. The Tenant confirmed receipt of the Landlord's application and evidence. The Tenant did not submit any evidence.

The Landlord and the Tenant confirmed that the Tenant moved out in early December, and the Landlord stated that they no longer require an order of possession. I have amended the Landlord's application accordingly.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, a mutual agreement was discussed and both parties formed an agreement with respect to how much rent and utilities are owed for the periods of time identified on the Landlord's initial application.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant and the Landlord agreed the Tenant owes rent for October and November 2019, amounting to \$2,448.00.
- The Tenant and the Landlord agreed that the Tenant only owes \$419.16 for utilities, rather than the full amount the Landlord applied for.
- The parties agreed to include the cost of the filing fee (\$100.00) on top of the above amounts.
- The parties agreed that the Tenant owes \$2,967.16, as specified above.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of the amount of rent and utilities owed for the periods listed on this application.

The Landlord acknowledged that they still hold the Tenant's security deposit in the amount of \$597.50. Pursuant to section 72 of the *Act*, I authorize the Landlord with retain this amount, in full, to offset the amount the amount they agreed to above. In summary, I issue a monetary order as follows:

Claim	Amount
Rent and Utilities owed (mutual agreement)	\$2,867.16
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$597.50)
TOTAL:	\$2,369.66

Conclusion

The Landlord is granted a monetary order in the amount of **\$2,369.66**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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: January 17, 2020

Residential Tenancy Branch