



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR DRI LRE OLC PSF RP RR

Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "**Notice**") pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

The tenant attended the hearing. The landlord was represented at the hearing by an articulated student ("**HC**"). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all claims the tenant has or might bring against, the landlord in relation to the tenancy (including application 31060096 scheduled to be heard on January 28, 2020), with one exception, noted below:

Whereas the landlord represents that he has not cashed the cheque the tenant provided him representing her security deposit:

1. The landlord will pay the tenant \$550.
2. If the landlord's representation is untrue, the tenant may:
 - a. Provide a copy of her bank statement or similar document to the landlord and to his counsel showing that the deposit cheque was cashed; and then
 - b. Make an application for the return of the security deposit pursuant to the Act.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding relating to all claims the tenant has made or may make in the future against the landlord relating to the tenancy. The parties agreed and understood that nothing in this agreement restricts the landlord from commencing a claim against the tenant in relation to the tenancy.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the landlord to pay the tenant \$550.

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 24, 2020

Residential Tenancy Branch