



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes landlord: **MNDCL, MNRL, FFL**

Tenant: **MNRT, MNDCT, MNSD, FFT**

Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Residential Tenancy Act ("Act"). Pursuant to section 73 of the Act, I determined both the landlord and tenant disputes would be heard at the same time.

The landlord applied for:

- A monetary order for damages or compensation pursuant to section 67;
- A monetary order for rent pursuant to section 67; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- A monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- A monetary order for damages or compensation pursuant to section 67;
- An order for the return of a security deposit or pet damage deposit pursuant to section 38; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both the landlord and the tenant attended the hearing. Neither party raised concerns with timely service of documents.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through

settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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. Each party has agreed to withdraw their respective claims in accordance with Rule 5 of the Residential Tenancy Branch Rules of Procedure.
2. Both parties agree that there will be no further Applications for Dispute Resolution Proceedings regarding this tenancy.

Both parties testified at the hearing 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

The landlord's application is withdrawn.

The tenant's application is withdrawn.

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: March 19, 2020

Residential Tenancy Branch