



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on June 5, 2020. The Tenant 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. Both parties confirmed receipt of each other's documentary evidence.

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 the Tenant agreed to withdraw her application in pursuit of the following settlement agreement. The Landlord consented to this.

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 withdraws her application in full
- The Landlord holds a security deposit in the amount of \$5,000.00.
- The Tenant agrees to pay \$4,514.61 to the Landlord for outstanding utilities
- The Landlord agrees to pay the Tenant \$489.25 for some expenses she incurred while living in the rental unit.
- After offsetting the amount the tenant owes the Landlord, versus what the Landlord owes the Tenant, I find the Tenant owes the Landlord \$4,025.36.
- As the Landlord still holds \$5,000.00 in deposits, both parties agreed that the Landlord will return \$974.64, which is \$5,000.00 minus \$4,025.36.
- The Landlord will pay the Tenant \$974.64, forthwith. If she does not, the Tenant may enforce this monetary order against the Landlord.
- This settles all matters relating to the security deposit, and all monetary matters resulting from the tenancy for both parties.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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 this matter.

Conclusion

The Tenant is granted a monetary order in the amount of **\$974.64**, as specified above. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant 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 Tenant **must not** seek to enforce this Order on the Landlord, unless the Landlord 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: June 05, 2020

Residential Tenancy Branch