



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S, FFL

### Introduction

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

- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38;
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant intended to call a witness at this hearing, who was excluded from the outset, and did not return because the parties settled this application. This hearing lasted approximately 42 minutes.

The hearing began at 1:30 p.m. with me, the tenant and the tenant's witness present. The tenant's witness was immediately excluded from the hearing. The landlord called in late at 1:38 p.m. stating that he was driving to his lawyer's office. I informed the landlord about what occurred in his absence. The hearing ended at 2:12 p.m.

Both parties confirmed that they attended a previous RTB hearing on February 24, 2020, after which a decision, dated February 27, 2020, was issued by a different Arbitrator. The file number for that hearing appears on the front page of this decision. Both parties agreed that at the previous hearing, the tenant was awarded a monetary order of \$1,588.19, which still has not been paid by the landlord, to date.

The landlord confirmed that he filed this application on February 5, 2020. Both parties confirmed that the tenant's tenancy ended on October 21, 2017. The tenant's previous RTB hearing application was filed on October 11, 2019, within the two-year limitation

period, and that hearing was held on February 24, 2020. The landlord's application was referenced on page 1 of the previous RTB hearing decision. I enforced a settlement of this application in accordance with section 60(3) of the *Act*, as the landlord's application was filed on February 5, 2020, before the tenant's previous RTB hearing on February 24, 2020. Section 60(3) of the *Act* states:

*If an application for dispute resolution is made by a landlord or tenant within the applicable limitation period under this Act, the other party to the dispute may make an application for dispute resolution in respect of a different dispute between the same parties after the applicable limitation period but before the dispute resolution proceeding in respect of the first application is concluded.*

The tenant confirmed receipt of the landlord's application for dispute resolution and notice of hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and notice of hearing.

### Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenant \$1,339.80 by way of a certified cheque to be sent by registered mail to the tenant by August 15, 2020;
  - a. During the hearing, the tenant confirmed her mailing address with the landlord to facilitate the above payment;
  - b. Both parties agreed that the above amount of \$1,339.80 is the remaining balance owed by the landlord from the previous RTB hearing monetary order awarded to the tenant for \$1,588.19, from which the tenant agreed to pay the landlord \$248.39 for this application;
2. The landlord agreed to bear the cost of the \$100.00 filing fee for this application;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing and any issues arising out of this tenancy;

4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The tenant is already in possession of a monetary order for the \$1,588.19 awarded at the previous RTB hearing in February 2020, which is still enforceable in the Provincial Court of B.C., together with this settlement agreement. I notified both parties that I would not be issuing another monetary order to the tenant for same and they confirmed their understanding of same.

#### Conclusion

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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: July 06, 2020

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Residential Tenancy Branch