



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DH STAR INVESTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      For the landlord: MNRL-S, MNDCL, FFL  
For the tenant: MNSDS-DR, FFT

### Introduction

This was a cross application hearing that dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for unpaid rent, pursuant to section 67 of the *Act*;
- a monetary order for compensation for damage and loss under the *Act*, the Regulation or tenancy agreement pursuant to section 67 of the *Act*;
- an authorization to retain the tenant's security deposit, under Section 38 of the *Act*; and
- an authorization to recover the filing fee for this application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- an order for the landlord to return the security deposit, pursuant to section 38 of the *Act*; and
- an authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were present service was confirmed. The parties each confirmed receipt of the application and evidence (the materials). Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Settlement

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 regarding this application only.

Both parties agreed to the following final and binding settlement of all issues listed in both applications for dispute resolution:

- The tenant agrees to pay the landlord the amount of \$275.00 on October 01, 2020 and the amount of \$275.00 on November 01, 2020. Both payments will be made by e-transfer to the same e-mail address previously used by the landlord to receive payments from the tenant;
- The landlord is authorized to withhold the security deposit collected at the outset of the tenancy.

At the outset of the hearing both parties expressly affirmed they understand it is prohibited to record this hearing and that when one person is speaking, the other can not interrupt. During the hearing the landlord interrupted the tenant and was warned not to interrupt anymore.

After the parties reached a settlement, I clearly read the settlement terms, stating that it involves all the issues listed in both applications. Both parties agreed, I ended the hearing and the tenant immediately disconnected after 43 minutes of hearing. At this point, as I was disconnecting from the hearing, the landlord inquired about the payment of the strata fine.

I explained once again that the settlement involved all the issues listed in both applications and the landlord had the option of not settling. The landlord became very disruptive and stated: "You screwed this hearing. I will file a complaint against you". The landlord also affirmed the hearing was recorded.

### Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of 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: September 15, 2020

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Residential Tenancy Branch