



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 326843 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S MNRL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary claim of \$6,385.64 for damages to the rental unit or property, for authorization to retain the tenant's security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid utilities, and to recover the cost of the filing fee.

The hearing commenced on October 29, 2020 and was adjourned to February 8, 2021 at which time and by request of the landlord, the matter was adjourned again to this date, May 3, 2021. Two Interim Decisions were issued dated October 29, 2020 and February 8, 2021, which should be read in conjunction with this decision.

Attending all dates of the hearing were the landlord agent, MM (agent), the tenant and the tenant support person, KT (support). The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Both parties confirmed that they had received and had the opportunity to review documentary evidence from the other party. As a result, I find the parties were sufficiently served under the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Firstly, a previous decision file number was presented in evidence (previous decision). The file number of the previous decision has been included on the style of cause for ease of reference. In the previous decision dated July 7, 2020, the tenant was granted a monetary order in the amount of \$1,800.00, for double the security deposit of \$850.00

plus the \$100.00 filing fee. That previous decision will be discussed in this decision based on the mutual agreement of the parties.

In addition, the parties their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the tenant for service on the landlord, if enforcement was necessary.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The parties agree that the landlord and tenant have settled all matters related to this tenancy.
2. The landlord agrees to pay the tenant **\$1,036.06** in the form of two payments as follows: A. \$518.03 by May 31, 2021 by 5:00 p.m. Pacific Standard Time (PST).
B. \$518.03 by June 30, 2021 by 5:00 p.m. Pacific Standard Time (PST).
3. The tenant agrees to destroy the earlier \$1,800.00 monetary order dated July 7, 2020 from the previous decision in place of a new monetary order in the amount of **\$1,036.06**.
4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I ORDER the parties to comply with the terms of their settled agreement pursuant to section 63 and 62(3) of the Act.

The tenant has been granted a monetary order in the amount of \$1,036.06, which replaces the \$1,800.00 monetary order granted in the previous decision. Should the tenant require enforcement of this new monetary order, it must be served on the landlord by the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act. The parties also confirmed that they were not being pressured in any way in the formation of this mutually settled agreement.

This decision will be emailed to both parties. The monetary order will be emailed to the tenant only for service on the landlord, if necessary.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 3, 2021

Residential Tenancy Branch