



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RPP MNDC MNSD FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on November 16, 2021. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided affirmed testimony.

Preliminary Matters

At the outset of the hearing, the Landlord cited a previous file number, noted on this decision, and stated that all these issues have been previously settled. I note that hearing was held as a result of the Landlord's application for monetary compensation for several matters, and to claim against the security deposit. The hearing was held on July 20, 2021. During that hearing, and as per the decision issued, the Landlord and the Tenant entered into a settlement agreement to settle all matters resulting from the tenancy. The parties also came to an agreement about the security deposit, which is also part of this application.

I turn to the decision issued on July 20, 2021, whereby the Arbitrator recorded the terms of the settlement agreement, and laid out what the parties agreed to. I note that the Arbitrator specifically stated the following with respect to the settlement agreement:

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 terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 63-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them. The tenant affirmed that he had permission to make this agreement on behalf of the female tenant and he understood that she was bound by the same settlement terms.

Specifically, I note that the above decision reflects that the parties came to a “full and final” settlement of “all aspects of” the dispute and “arising out of this tenancy”. I find the nature of the settlement agreement is such that the parties came to a full and final settlement of all matters relating to this tenancy. Both parties note that the tenancy ended sometime in March 2021. As such, when they had the hearing on July 20, 2021, I find the parties settled all matters pertaining to the tenancy, in full. Given these matters have already been resolved, I find I am unable to re-hear any of the issues on this application.

I dismiss this application, in full, without leave.

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: November 16, 2021

Residential Tenancy Branch