



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODBRIDGE NW(LYNNMOUR)
HOMES LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, 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 \$625.00 for damage to the unit, site or property, and to recover the cost of the filing fee.

An agent for the landlord, KH (agent) and the tenant attended the teleconference hearing. 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.

The tenant confirmed that they had received and had the opportunity to review documentary evidence from the landlord. The tenant also confirmed that they did not serve any documentary evidence on the landlord. As a result, I find the tenant was sufficiently served under the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act?
- If yes, is the landlord also entitled to the recover of the cost of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenant will pay \$525.00 for repainting in full satisfaction of the landlord's claim and that the filing fee is waived.
2. The landlord is granted a monetary order in the amount of **\$525.00** pursuant to section 67 of the Act, which the landlord may enforce under the Act.
3. The parties agree that this mutually settled agreement is binding on both parties and the landlord withdraws their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

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

Conclusion

The parties have been ordered to comply with the terms of their mutually settled agreement, pursuant to sections 62(3) and 63 of the Act.

The landlord has been granted a monetary order in the amount of \$525.00. Should the landlord require enforcement of this order, it must be first served on the tenant by the landlord 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.

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

Should the landlord require enforcement of the monetary order, the tenant is reminded that they can be held liable for all costs related to enforcing the monetary order.

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: June 28, 2022

Residential Tenancy Branch