



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: MNETC, MNSD, FFT
Landlord: MNDL-S, FFL

Introduction

This hearing was originally convened on October 21, 2021 and was adjourned due to time constraints. This decision should be read in conjunction with the Interim Decision dated October 21, 2021.

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

- a Monetary Order for the return of the security deposit, pursuant to section 38;
- a Monetary Order for 12 months' rent related to a Notice to End Tenancy for Landlord's Use of Property, pursuant to section 51; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

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

- a Monetary Order for damages, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

Both parties attended the October 21, 2021 and the June 14, 2022 hearings and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised at the start of both hearings that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution

hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this Decision.

Analysis

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 second hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues arising out of this tenancy:

1. The tenant agrees to withdraw all claims made in the tenant's application for dispute resolution and agrees not to pursue them in the future.
2. The landlord agrees to withdraw all claims made in the landlord's application for dispute resolution and agrees not to pursue them in the future.

These particulars comprise the full and final settlement of all aspects of this dispute and any future dispute arising out of this tenancy for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute and any other disputes arising out of this tenancy. Both parties gave verbal affirmation at the hearing that they agreed to the above terms free of any duress and coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I dismiss both the landlord and the tenant's claims without leave to reapply.

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: June 14, 2022

Residential Tenancy Branch