



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, MNDCL, FFL

Introduction and Preliminary Matters

On February 7, 2022, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Landlord and the Tenant attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package and the documentary evidence was discussed. As the Landlord did not serve both Tenants a separate Notice of Hearing package in accordance with Rule 3.1 of the Rules of Procedure, this hearing proceeded against the Tenant only. As a result, the other Respondent Tenant has been removed from the Style of Cause on the first page of this Decision.

Prior to hearing submissions about the merits of the Landlord’s claims for damages, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant has already been granted a Monetary Order in the amount of **\$1,300.00** from a previous Decision dated January 14, 2022 (the relevant file number is noted on the first page of this Decision).
2. The Landlord is permitted to keep the Tenant's security deposit in the sum of **\$500.00**.
3. In addition, the Landlord is also granted a monetary award in the amount of **\$800.00**.
4. Conditions two and three total **\$1,300.00**, which offsets the Monetary Order that has already been granted to the Tenant. The parties agreed that these conditions would ultimately cancel each other out, and the Monetary Order awarded to the Tenant would no longer be enforceable.
5. The parties also agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute. The parties are now precluded from filing any more Applications against the other party with respect 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 they understood the binding nature of this full and final settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision.

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 27, 2022

Residential Tenancy Branch