



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL, MNDCL, FFL, MNETC, FFT

### Introduction

This hearing was set to deal with monetary cross applications.

Both the landlord and the tenant appeared for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding. The landlord was also represented by legal counsel.

I explored service of hearing materials and I was satisfied the parties had received the materials of the other party with the following exceptions. Registered mail sent to the tenant on October 25, 2022 was returned as the tenant had moved; however, the landlord's lawyer re-sent the materials to the tenant via email on November 10, 2022. The tenant confirmed receipt of the November 10, 2022 email and was willing to be deemed sufficiently served. As such, I deemed the tenant sufficiently served pursuant to the discretion afforded me under section 71 of the Act. During the hearing, it was determined that one document in the tenant's evidence package was missing from that served to the landlord, although I had the document in the materials uploaded by the tenant to the Residential Tenancy Branch portal. I considered ordering service of that missing document and rebuttal evidence; however, it was unnecessary to do so as the parties reached a settlement agreement before the hearing ended.

Before the teleconference call ended, the parties turned their minds to resolving their disputes by way of a settlement agreement. The parties reached an agreement and I have recorded it and made it binding by way of this decision.

### Issue(s) to be Decided

What are the terms of settlement?

### Background and Evidence

During the hearing, both parties agreed to the following terms in full and final settlement of any and all claims the parties may have against the other with respect to this tenancy:

1. The tenant withdraws his claim against the landlord.
2. The landlord withdraws his claim against the tenant.
3. Neither party shall make any other claim against the other with respect to this tenancy.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, I have recorded these applications as having been settled and closed. I further order that neither party shall make any future claim against the other with respect to the subject tenancy.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes and/or claims against each other. I have recorded the parties' settlement agreement and made it binding, as reflected above.

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 17, 2022

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Residential Tenancy Branch