



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **TT: CNR FFT**
 LL: OPR-DR MNR-DR FFL

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The Tenant made one application (“Tenant’s Application”) for:

- cancellation of a Ten Day Notice to End Tenancy for Unpaid Rent and/or Utilities dated August 4, 2022 pursuant to section 46; and
- authorization to recover the filing fee for the Tenant’s Application from the Landlord pursuant to section 72.

The Landlord made one application (“Landlord’s Application”) for:

- an Order of Possession for unpaid rent and/or utilities pursuant to section 46 and 55;
- a monetary order for unpaid rent and/or utilities pursuant to section 55;
- authorization to keep the Tenant’s security and/or pet damage deposit(s) pursuant to section 38; and
- authorization to recover the filing fee for the Landlord’s Application from the Tenant pursuant to section 72.

The Landlord’s legal counsel (“DE”) and the Tenant attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (“RoP”). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. For the purposes of this decision, the Tenant’s Application and the Landlord’s Application are collectively referred to as the “Applications”.

Settlement Agreement

Pursuant to section 63 of the Act, an 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 hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to withdraw the Landlord's Application;
2. The Tenant agrees to withdraw the Tenant's Application;
3. The Landlord agrees to accept \$975.00 in full satisfaction of the Landlord's monetary claims for unpaid rent against the Tenant;
4. The Tenant agrees the Landlord may keep her security deposit of \$975.00 in full satisfaction of the Landlord's monetary claims against her; and
5. The parties agree to forever remise and forever release each other from any other claims or damages they may have against the other that are related to a breach of the tenancy agreement, the *Residential Tenancy Act* or the *Residential Tenancy Regulations*.

These particulars comprise the full and final settlement of all claims made by the Landlord and Tenant in their Applications. The 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 claims made by parties in their Applications.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Applications, I make no factual findings about the merits of the Applications.

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: January 11, 2023

Residential Tenancy Branch