



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

LL: MNRL-S FFL

TT: MNSDS-DR FFT

Introduction

This hearing was convened by way of conference call in response to two applications for dispute resolution (collectively the “Applications”) made under the *Residential Tenancy Act* (the “Act”). In the first application for dispute resolution (“Tenant’s Application”), the Tenant seeks:

- an order for the return of the security deposit pursuant to section 38;
- authorization to recover the filing fee for the Tenant’s Application from the Landlord.

In the second application for dispute resolution (“Landlord’s Application”), the Landlord seeks:

- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for the Landlord’s Application from the Tenant.

The Landlord and Tenant attended the 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*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Landlord stated she served the Notice of Dispute Resolution Proceeding and her evidence (collectively the “Landlord’s NDRP Package”) for the Landlord’s Application on the Tenant by registered mail on August 28, 2022. The Landlord provided the Canada Post tracking number for service of the Landlord’s NDRP Package on the Tenant to corroborate her testimony. The Tenant acknowledged she received the Landlord’s NDRP Package. I find the Landlord’s NDRP Package was served on the Tenant in accordance with the provisions of sections 88 and 89 of the Act.

The Tenant stated she served the Landlord with the Notice of Dispute Resolution Proceeding and her evidence (collectively the “Tenant’s NDRP Package”) for the Tenant’s Application by registered mail but she could not recall the date of service and did not have the tracking number for the registered mailing. However, as the Landlord acknowledged receipt of the Tenant’s NDRP Package, I find the Tenant’s NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

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 \$725.00 in full satisfaction of the Landlord’s monetary claim for unpaid rent against the Tenant;
4. The Tenant agrees the Landlord may keep her security deposit of \$725.00 in full satisfaction of the Landlord’s monetary claim against her; and
5. The parties agree to forever remise and 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 respective 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 respective 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 1, 2023

Residential Tenancy Branch