



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Novare Apartment
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“10 Day Notice”) pursuant to section 46;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenants attended (“the tenant”). The landlord’s agent attended for the landlord (“the landlord”).

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 45 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Each party confirmed they were not recording the hearing.

Each party provided their address to which the Decision shall be sent.

Settlement

The parties testified as follows:

1. The tenant moved out of the unit on November 30, 2022.
2. The tenant has brought an application for a monetary award and for the return of their security deposit scheduled for hearing September 12, 2023, the file number appearing on the first page.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

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

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The landlord shall retain the security deposit held by them in full and final compensation of any claim for damages the landlord may have against the tenant including any claim for rent.

2. The parties instructed the RTB to cancel the upcoming hearing referenced on the first page.
3. The application is dismissed without leave to reapply.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s), the Order(s) may be filed and enforced as Order(s) of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing.

The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application as well as the upcoming application referenced on the first page.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution is settled on the above terms of settlement.

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: April 17, 2023

Residential Tenancy Branch