



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDCT OLC FFT**

Introduction

This hearing was convened by way of conference call as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Tenant seeks:

- a monetary order for compensation for the Tenant's loss or other money owed by the Landlord to the Tenant pursuant to section 67
- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* and/or the tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

Two agents ("KS" and "CD") for the Landlord 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*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding and some of her evidence (collectively the "NDRP Package") on the Landlord by registered mail on January 20, 2023. The Tenant provided the Canada Post tracking number for service of the NDRP Package on the Landlord to corroborate her testimony. KS acknowledged the Landlord received the NDRP Package. As such, I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

The Tenant stated she served additional evidence on the Landlord by registered mail on January 27, 2023. The Tenant provided the Canada Post tracking number for service of her additional evidence on the Landlord to corroborate her testimony. KS acknowledged

the Landlord received the additional evidence. As such, I find the Tenant's additional evidence was served on the Landlord in accordance with the provisions of section 88 of the Act.

KS stated the Landlord served its evidence on the Tenant by registered mail. KS provided the Canada Post tracking number for serve of the Landlord's evidence on the Tenant to corroborate his testimony. As such, I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 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 Review Hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

KS and the Tenant agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenant agrees the Landlord may retain her security deposit of \$700.00;
2. The Tenant agrees to withdraw the Application;
3. The Landlord agrees to withdraw the application for dispute resolution it has made with the Residential Tenancy Branch that has been assigned the file number set out on the Face Page of this decision; and
4. Each of the parties agrees to mutually release the other party from any and all claims arising from a breach of the terms of the tenancy agreement dated September 14, 2022 between the parties and for any breach of any of the provisions of the *Residential Tenancy Act* relating to the said tenancy agreement.

These particulars comprise the full and final settlement of all claims made by the Tenant in the Application. 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 the Tenant in the Application.

Conclusion

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

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: May 9, 2023

Residential Tenancy Branch