



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNETC, MNRL-S, MNDCL-S, OLRD, FFL

### Introduction

This hearing dealt with cross-applications filed by the parties. On November 25, 2022, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 51 of the *Residential Tenancy Act* (the “Act).

On February 3, 2023, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking to apply the security deposit and pet damage deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

These Applications were originally set down for a hearing on August 18, 2023, at 1:30 PM and then was subsequently adjourned for reasons set forth in the Interim Decision dated August 21, 2023. These Applications were then set down for a final, reconvened hearing on September 15, 2023, at 9:30 AM.

The Tenant attended the final, reconvened hearing. The Landlord attended the final, reconvened hearing as well, with M.F. attending the hearing as counsel for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance, with the exception of M.F., provided a solemn affirmation.

Re-service of the parties' documentary evidence packages were discussed, and there were some issues concerning service. Regardless, prior to hearing submissions from the parties regarding each other's claims, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord must pay to the Tenant an amount of **\$600.00**, which represents the return of the security deposit. The Tenant will be awarded a conditional Monetary Order should the Landlord not pay this amount. Only the amount remaining unpaid by the Landlord will be enforceable.
2. The Landlord may retain the pet damage deposit in the amount of \$600.00.
3. The Monetary Order, dated September 8, 2022, awarded to the Landlord in an amount of \$2,500.00 from a previous Dispute Resolution Proceeding will no longer be enforceable.
4. The parties will accept whatever Decision is made in the Tenant's Application from a reconvened hearing on August 15, 2023. The relevant file number is noted on the first page of this Decision.
5. The parties agreed that this settlement would amount to full and complete satisfaction of these disputes. The parties will no longer be able to seek remedy on the claims in these Applications.

6. The parties agreed that they are precluded from filing any future Applications against the other party with respect to this tenancy.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$600.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. This Order will only be enforceable in the amount that remains unpaid by the Landlord.

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: September 15, 2023

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Residential Tenancy Branch