



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL, MNDCT, MNSD, FFT

Introduction and Preliminary Matters

This hearing dealt with cross applications filed by the parties. On December 9, 2022, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to retain the security deposit to apply towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On August 4, 2023, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 72 of the *Act*, seeking a return of the security deposit pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing. The Tenant attended the hearing as well, with K.L. attending as her advocate. 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 provided a solemn affirmation.

Service of the Notice of Hearing package and documentary evidence was discussed, and there were no real issues concerning service. Regardless, prior to hearing submissions about the claims on both Applications, 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 the security deposit in the amount of **\$800.00**.
2. The Landlord must pay to the Tenant an amount of **\$429.48**, which represents the cost of an invoice for some work completed.
3. The parties agreed that fulfilment of this condition would amount to full and complete satisfaction of these disputes. The parties are precluded from filing any other Application against the other with respect to this tenancy.

This settlement agreement was reached in accordance with Section 56 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 this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of these disputes. 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 **\$1,229.48** 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 11, 2023

Residential Tenancy Branch