

## **DECISION**

### **Introduction**

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This hearing dealt with the landlord's application for dispute resolution, filed on November 13, 2022, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$800.00 for unpaid rent, under section 67 of the *Act*;
- authorization to retain the tenant's entire security deposit of \$600.00, under section 38 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application, under section 72 of the *Act*.

The landlord and the tenant attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 17 minutes from 1:30 p.m. to 1:47 p.m. The landlord called in late at 1:33 p.m. I did not discuss any evidence in her absence.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to both parties after this hearing. Both parties provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant stated that she did not provide any evidence for this hearing.

## Settlement Terms

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Pursuant to section 63 of the *Act*, the 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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$600.00;
2. The tenant agreed to pay the landlord \$700.00 total, according to the following terms;
  - a. Payments will be made by e-transfer to the landlord's email address, which was confirmed by both parties during this hearing;
  - b. Payments will be at least \$50.00 per month, until the \$700.00 total amount is paid off;
  - c. Payments will be made on the 20<sup>th</sup> day of each month;
  - d. Payments will begin on October 20, 2023;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application, including the \$100.00 filing fee, and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 17-minute hearing. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

## Conclusion

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I order both parties to comply with all of the above settlement terms.

I order the landlord to retain the tenant's entire security deposit of \$600.00.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the landlord's favour in the amount of \$700.00. I deliver this order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$700.00 as per condition #2 of the above agreement. The tenant must be served with a copy of this order. Should the tenant 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 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 28, 2023

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Residential Tenancy Branch