



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

Tenant: **RPP, OLC, FFT**

Landlord: **MNRL-S, MNDL-S, FFL**

Introduction

This hearing dealt with the Tenant's application under the *Residential Tenancy Act* (Act) for:

1. An Order for compensation for a monetary loss or other money under section 67 of the Act;
2. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement under section 62(3) of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Landlord's application under the Act for:

1. A Monetary Order to recover money for unpaid rent – holding security deposit under sections 26, 38, 46 and 67 of the Act;
2. A Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security and/or pet damage deposit under sections 38 and 67 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

The hearing was conducted via teleconference. The **Landlord's legal counsel, and the Tenant's articulated student** attended the hearing at the appointed date and time. Both parties advised that their clients had reached a settlement.

Settlement

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 or an order.

The Parties brought up that they had reached a mutual agreement on this matter. The Parties were advised that I could assist the Parties to draft the agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The tenancy ended on January 31, 2023 under section 44(1)(f) of the Act;
2. The Landlord agreed to compensate the Tenant \$1,850.00 which represents the amount the parties settled on to end this matter;
3. The Tenant will be granted a Monetary Order for the above compensation amount;
4. The Tenant agrees that the \$850.00 security deposit has been returned to the Tenant in the compensation amount noted above;
5. The Parties agree this settlement does not imply the parties are assuming any responsibility for any of matters during this tenancy;
6. The Parties agree this settlement is the parties' mutual release from any future claims arising out of this tenancy;
7. The Parties are ordered to comply with all these settlement terms; and,
8. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Both Parties testified that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Tenant a Monetary Order in the amount of \$1,850.00. The Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in

the Small Claims Division of the Provincial Court of British Columbia 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 Act.

Dated: September 14, 2023

Residential Tenancy Branch