

DECISION

Introduction

This hearing dealt with the landlord's application for dispute resolution, filed on September 9, 2023, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$1,546.48 for damage to the rental unit, under section 67 of the *Act*;
- a monetary order of \$3,600.00 for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*"), or tenancy agreement, under section 67 of the *Act*;
- authorization to retain the tenant's security deposit of \$1,890.00, under section 38 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application from the tenant, 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 34 minutes from 1:30 p.m. to 2:04 p.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them.

The landlord confirmed that he owns the rental unit. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* 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.

Preliminary Issues – Hearing and Settlement Options, Service of Documents, Amendment

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. 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 stated that she received the landlord's notice of hearing by email. She said that she got the landlord's evidence by dropbox but she could not open or view it. She claimed that she did not receive the landlord's evidence in 11 separate attachments by email, as claimed by the landlord. The tenant confirmed that she wanted to settle this application, despite not receiving the landlord's evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to include the tenant's maiden name. The tenant said that she legally changed her married name, which was initially included in this application, back to her maiden name. Both parties consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

Settlement Terms

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 this 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 \$940.18 from the tenant's security deposit;
2. Both parties agreed that the landlord already returned \$1,046.48 from the tenant's security deposit to the tenant;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;

4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application and any issues arising out of this tenancy;
5. 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 34-minute hearing. Both parties had an opportunity to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

Conclusion

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

I order the landlord to retain \$940.18 from the tenant's security deposit.

The landlord must bear the cost of the \$100.00 filing fee paid for this 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 *Act*.

Dated: February 2, 2024

Residential Tenancy Branch