



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67 of the *Act*, and
- recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The tenant testified that she served the landlord with the notice of this hearing and her evidence on May 9, 2018 by Canada Post registered mail, which was confirmed received by the landlord. The landlord testified that he did not submit any evidence in relation to this hearing. Based on the undisputed testimonies of the parties, I find that the landlord was served with notice of the tenant's dispute in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as compensation for signing the Mutual Agreement to End Tenancy form?

Is the tenant entitled to recover the cost of the filing fee?

Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The landlord will make payment to the tenant in the amount of \$1,000.00 by cheque no later than 5:00 p.m. on November 16, 2018.
2. The landlord agreed to deliver the above-noted cheque to the tenant at the tenant's address for service noted on the cover sheet of this Decision. If the parties are unable to arrange a mutually acceptable date and time for the delivery of the cheque, the landlord is at liberty to send the cheque via Canada Post registered mail to the tenant.
3. The tenant is provided with a Monetary Order dated November 16, 2018, enforceable only in the event that the landlord fails to abide by the terms of this settlement decision.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application for dispute resolution filed on May 4, 2018, and as such the tenant's application is dismissed in its entirety.
5. The parties agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant the attached Monetary Order in the amount of \$1,000.00 to be served on the landlord by the tenant **only** if the landlord fails to pay the tenant the full amount of \$1,000.00 by 5:00 p.m. on November 16, 2018.

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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenant is enforcing the Monetary Order.

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: November 01, 2018

Residential Tenancy Branch