



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDCL-S MNDL-S MNRL-S FFL

Introduction

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

- A monetary order for unpaid utilities pursuant to section 67;
- A monetary order for compensation for damages pursuant to section 67;
- Authorization to apply the security deposit to the monetary order pursuant to section 72;
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

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

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agree as follows:

1. As full compensation for claims for damage during the tenancy, the landlord will retain the sum of \$650.00 from the security deposit which he holds of \$1,100.00;

2. The landlord will pay the tenant the balance of the security deposit, being \$450.00, on or before November 30, 2018;
3. The landlord's claims are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$450.00 to the tenant on or before November 30, 2018, to be served upon the landlord only if the landlord fails to pay the full amount by that time.

These terms comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$450.00 to the tenant on or before November 30, 2018, to be served upon the landlord only if the landlord fails to pay the full amount by that time.

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 20, 2018

Residential Tenancy Branch