



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

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

- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the 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 30 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant said that he did not serve his written evidence package to the landlord. The landlord said that she did not receive any evidence from the tenant. However, as both parties settled this application and I was not required to consider the tenant's evidence, I do not find it necessary to record findings of service.

### 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 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, except for the application filing fee:

1. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$675.00;
2. The tenant agreed to pay the landlord \$2,640.00 in unpaid rent according to the following terms, by way of directly depositing to the landlord's bank account, the information of which was provided by the landlord during the hearing and emailed to the tenant by the landlord;
  - a. \$660.00 will be paid by January 15, 2019;
  - b. \$660.00 will be paid by February 15, 2019;
  - c. \$660.00 will be paid by March 15, 2019;
  - d. \$660.00 will be paid by April 15, 2019;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing and any issues arising out of this tenancy, except for the application filing fee;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, 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, except for the application filing fee. 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, except for the application filing fee.

The parties were unable to reach a settlement on the landlord's application for the \$100.00 filing fee. They asked that I make a decision. The filing fee is a discretionary award usually given to a successful applicant after a full hearing on its merits. In this case, both parties voluntarily decided to settle this application and I was not required to make a decision after a full hearing. Therefore, I find that the landlord is not entitled to recover the filing fee from the tenant and she is required to bear this cost.

### Conclusion

I order the landlord to retain the tenant's entire security deposit of \$675.00.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$2,640.00. 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 \$2,640.00 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.

The landlord must bear her own cost for 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 *Residential Tenancy Act*.

Dated: December 13, 2018

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Residential Tenancy Branch