



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit; unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The landlord was represented by an agent. During the hearing, both parties were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

I determined at the beginning of the hearing that the tenants had not served their evidence upon the landlord in a manner that complies with the Act or Rules of Procedure. Accordingly, I informed the tenants that they would be permitted the opportunity to verbally describe the content of their evidence during the hearing.

I also noted that the written tenancy agreement identified one tenant whereas two respondents were named in the filing of this application. The landlord submitted that the other named respondent had paid rent and the landlord considered both respondents to be tenants. Both respondents were in agreement that they considered themselves to be co-tenants under the tenancy agreement. Since both parties were in agreement that both respondents were tenants I accepted that both named respondents were tenants under the Act and I did not amend the application.

After hearing from the parties for approximately 1 hour and 40 minutes the parties reached a settlement agreement to resolve this dispute.

### Issue(s) to be Decided

What are the terms of the settlement agreement?

### Background and Evidence

The parties mutually agreed to the following in full and final satisfaction of this dispute:

1. The landlord shall retain the security deposit; and,
2. The landlord shall also be provided a Monetary Order in the total amount of \$3,576.80 to serve upon the tenants and enforce as necessary.

### Analysis

After hearing considerable testimony from both parties, I find the settlement agreement complies with the Act and I make the terms binding upon both parties.

In recognition of the settlement agreement, I authorize the landlord to retain the security deposit. In recognition of the settlement agreement, I also provide the landlord with a Monetary Order in the amount of \$3,576.80 to serve upon the tenants.

The landlord must serve the Monetary Order upon the tenants and may enforce the Monetary Order in Provincial Court (Small Claims) as an Order of that court.

### Conclusion

The parties reached a settlement agreement. The landlord is authorized to retain the security deposit and has been provided a Monetary Order in the amount of \$3,576.80 to serve upon the tenants.

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: March 01, 2012.

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Residential Tenancy Branch