



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MRN MNSD MNDC FF

Preliminary Issues

At the outset of the hearing the Agent, C.T. affirmed that he was related to the agent listed on the tenancy agreement, R.T. and that both he and R.T. are managing partners of the property Management Company, B.P.M.

The Agent C.T. confirmed that the owner of the property (D.P.P.L.) hired R. T. to act as their agent in managing this property; which is why R.T. is listed as the Landlord on the tenancy agreement. He acknowledged that correspondence and communication to and from the Tenants was through B.P.M.

A discussion took place where I explained to the Landlord the requirements of a tenancy agreement as outlined in section 13 of the Act. The Landlord stated that he now understood how an application for dispute resolution must include the name of either the Agent who is listed on the tenancy agreement. The Landlord also confirmed that if all business and correspondence was being conducted through the property management company B.P.M. that they should be listed as agent on the tenancy agreement and on any applications for dispute resolution.

Introduction

This hearing convened on June 19, 2012 for twenty minutes, reconvened on July 12, 2012 for ten minutes, and again for two hours and forty minutes for the present session on August 23, 2012. This decision should be read in conjunction with my interim decision of June 19, 2012.

The matters to be heard pertain to the Landlord's application for a Monetary Order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of pet damage deposit or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Should the Landlord be granted a Monetary Order?

Background and Evidence

The parties agreed they entered into a fixed term tenancy agreement that began on April 15, 2011 and was set to end on April 30, 2012. Rent was payable on the first of each month in the amount of \$1,295.00 and on April 5, 2011 the Tenants paid \$647.50 as the security deposit. The Tenants vacated the property on March 23, 2012.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

The parties agreed to settle these matters on the following terms:

- 1) The Landlord agrees to withdraw his claim; and
- 2) The Tenants agree to withdraw their claim # 794557; and
- 3) The parties agree the Landlord will retain the \$647.50 security deposit plus accrued interest; and
- 4) The Tenants will pay the Landlord (R. T.) \$600.00 on or before September 23, 2012; and
- 5) The parties agree to move forward and not bring any further claims against the other relating to this tenancy.

In support of this settlement agreement the Landlord will be issued a Monetary Order in the amount of \$600.00.

Conclusion

The Landlord has been issued a Monetary Order in the amount of \$600.00. In the event the Tenants fail to pay the Landlord by September 23, 2012, as agreed and noted above, the Landlord will be at liberty to serve the Tenants the Monetary Order and enforce it through Provincial Court.

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: August 23, 2012.

Residential Tenancy Branch