



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Maximum Income Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenants agreed that they received copies of the landlord's dispute resolution hearing package sent by the landlord by registered mail on October 3, 2013. I am satisfied that the landlord served this package to the tenants and that the parties served one another with their evidence packages in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage and loss arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The parties signed a one-year fixed term residential tenancy agreement on April 7, 2013, for a tenancy commencing on April 15, 2013, and lasting until April 30, 2014. According to their agreement, the monthly rent was set at \$1,950.00, payable on the first of each month. The landlord continues to hold the tenants' \$975.00 security deposit paid on April 15, 2013.

The landlord's application for a monetary award of \$5,375.00 included requests for \$975.00 in liquidated damages, \$1,950.00 for unpaid rent for each of October and November 2013, plus \$100.00 per month from December 2013 until April 2014.

### 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle all issues arising out of the landlord's application and this tenancy under the following final and binding terms:

1. The tenants agreed to pay the landlord a sum of \$1,775.00 by way of a certified cheque to the landlord by 5:00 p.m. on December 17, 2013.
2. The landlord agreed that the above monetary payment constituted a final and binding resolution of all monetary issues arising out of this tenancy.
3. The tenants agreed to allow the landlord to keep the tenants' security deposit.
4. Both parties agreed that the above-noted settlement constituted a final and binding resolution of all issues arising out of this tenancy.

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,775.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

In accordance with the terms of the above settlement, I order the landlord to retain the tenants' security deposit plus applicable interest. No interest is applicable over this period.

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 16, 2013

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Residential Tenancy Branch

