



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, FF, O

Introduction

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

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent 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;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72; and
- other remedies, which they described as a number of losses they incurred with respect to this tenancy and with dealing with their application for dispute resolution.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The female Respondent joined the hearing shortly after the other parties. The Respondents confirmed that they received copies of the landlords' dispute resolution hearing package and written evidence sent to them by the landlords by registered mail on January 19, 2015. I am satisfied that the Respondents were duly served with these documents in accordance with the *Act*.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

At the commencement of the hearing, I confirmed that only the male tenant (KB) signed the Residential Tenancy Agreement (the Agreement) with the landlords on November 15, 2014. As such, I noted that only Respondent KB was responsible for any of the rights and responsibilities flowing from his signing of the Agreement. According to the terms of the Agreement, a copy of which was entered into written evidence by the landlords, this fixed term tenancy for a furnished rental unit was to begin on January 1, 2015, and last until March 31, 2016. Monthly rent was set at \$800.00, payable in advance on the first of each month, plus utilities. The landlords continue to keep the \$400.00 security deposit paid by the tenants on November 15, 2014. The parties

agreed that the tenants never did take occupancy of the rental unit, nor did they make any payments to the landlords other than their security deposit.

The landlords' applied for a monetary award of \$144.76, plus their loss of rent for any months where the rental unit remained vacant. At the hearing, the male landlord testified that the landlords were successful in re-renting the premises as of February 1, 2015, for the same \$800.00 monthly rent as was to have been paid by the tenants according to their Agreement with the landlords. The male landlord stated that the landlords' overall loss of rent was \$800.00 for the month of January 2015.

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. All four parties named in the landlords' application agreed to settle all of the issues in dispute between them on the following terms.

1. The Respondents agreed to hand the landlord(s) a payment of \$544.76 on July 31, 2015.
2. The landlords agreed to provide the Respondent(s) a written receipt for the above-noted payment.
3. The Respondents agreed to allow the landlords to keep their full security deposit.
4. All parties agreed that the terms of settlement as outlined above 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 landlords' favour in the amount of \$544.76. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the Respondent KB does not abide by the terms of the above settlement. The landlords are provided with these Orders in the above terms and Respondent KB 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 Respondent KB 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.

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: July 31, 2015

