



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT and OMNI GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD FF
 MNSD MNDC FF O OLC

Introduction

This hearing was scheduled to hear matters pertaining to the Tenants' application for dispute resolution. During the course of the hearing both parties agreed to settle both the Tenants' and the Landlord's application.

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.

The Landlord filed their application on January 14, 2015 seeking to obtain a Monetary Order for: damage to the unit, site or property; to keep all or part of the security and or pet deposit; and to recover the cost of the filing fee from the Tenants for this application.

The Tenants filed their application on January 16, 2015 seeking to obtain a Monetary Order for: the return of all or part of their security and or pet deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; orders to have the Landlords comply with the Act, regulation, or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by the Landlord and both Tenants. Each party gave affirmed testimony and confirmed receipt of evidence served by the other. The Tenants' application was filed listing two corporate landlords as well as the person who attended this hearing. Therefore, as there were submissions from only one Landlord, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa, except where the context indicates otherwise

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. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was that the parties entered into a written fixed term tenancy agreement that began on August 1, 2013 and switched to a month to month tenancy after one year. Rent of \$1,060.00 were payable on or before the first of each month. On July 5, 2013 the Tenants paid \$530.00 as the security deposit, \$200.00 as the pet deposit, plus \$65.00 as a key fob deposit. The Tenants vacated the rental unit as of December 31, 2014.

During the course of this proceeding the parties agreed to settle the matters relating to the Tenants' application as well as the Landlord's application which had been scheduled to be heard at a future date.

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 on the following terms:

- 1) The Tenants agreed to withdraw their application for Dispute Resolution;
- 2) The Landlord agreed to withdraw their application for Dispute Resolution;
- 3) The Landlord agreed to pay the Tenants **\$695.00** as full and final compensation;
- 4) In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy; and
- 5) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In support of the settlement agreement the Tenants will be issued a Monetary Order. The parties agreed to settle these matters; therefore, I declined to award recovery of any of the filing fees.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*. Both the Landlord's and the Tenants' applications for Dispute Resolution were withdrawn in support of this settlement agreement.

In support of the settlement agreement, The Tenants have been issued a Monetary Order for **\$695.00**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the settlement agreement. This Order may be filed with the B.C. Small Claims Court and enforced as an Order 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 27, 2015

Residential Tenancy Branch

