



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EMERALD HEIGHTS HOLDINGS INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF (Landlords' Application)
 MNSD, MNDC (Tenant's Application)

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenant and the Landlords. The Landlords applied for: money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover the filing fee. The Tenant applied for double the return of his security deposit.

One of the Landlords named on the Landlords' Application appeared for the hearing with an agent to represent her. An agent for the Tenant also appeared for the hearing. However, only the Tenant's agent and the Landlords' agent provided affirmed testimony.

At the start of the hearing, the Tenant's agent requested an adjournment because the Tenant had been hospitalized due to a serious accident. The Tenant's agent was asked whether she had sufficient knowledge of this case to proceed with the Application. The Tenant's agent stated that she was willing to move forward with the hearing and had authority from the Tenant to act and make decisions on his behalf. The Landlord had no objections to continuing with the hearing in the absence of the Tenant. Both parties were informed that at any time during the hearing, if they felt it appropriate, they could make a request for an adjournment which would then be considered.

Both parties acknowledged that they had received each other's Application and documentary evidence prior to the hearing. Although the Tenant's agent had only looked at the Landlords' Application a week prior to this hearing, she explained that she had carefully considered the Landlords' Application and still wanted to proceed with the hearing.

Both parties provided evidence in relation to their Applications. During the hearing, both parties acknowledged that there had been breaches of the Act in relation to both Applications. This resulted in a net gain to the Landlord. However, the Tenant's agent

put forward an offer to settle the matter by splitting this difference in half. The Landlord considered the Tenant's agent's proposal and agreed to split the amount including the splitting of the Landlord's filing fee.

Settlement Agreement

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.

The Tenant agreed to pay the Landlord **\$225.00** in full and final satisfaction of both parties' Applications by the end of September 2015. The agreement was confirmed with the parties at the conclusion of the hearing and both parties confirmed their understanding and the voluntary basis of this resolution.

This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with the tenancy. The Landlords are issued with a Monetary Order in the amount of **\$225.00** which is enforceable in the Small Claims court if the Tenant fails to make payment in accordance with this agreement.

The Tenant is cautioned to retain documentary evidence of the payment made to the Landlords to meet the above terms and conditions. Both files are now closed.

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 13, 2015

Residential Tenancy Branch

