



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, O, FF

Introduction

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

- a monetary order for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38;
- other unspecified relief; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The tenant FJ ("tenant") and the landlord attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the tenants were duly served with the landlord's Application.

Issues to be Decided

Is the landlord entitled to a monetary award for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the landlord entitled to retain the tenants' security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to other unspecified remedies?

Is the landlord entitled to recover the filing fee for his Application?

Background and Evidence

Both parties agreed that this tenancy began on August 15, 2012 and ended on April 29, 2015. Monthly rent in the amount of \$1,850.00 was payable on the 31st day of each month. Both parties agreed that a security deposit of \$900.00 was paid by the tenants and the landlord continues to retain the deposit. A written tenancy agreement was provided for this hearing. Both parties agreed that a written forwarding address on a sheet of paper was provided by the tenants to the landlord on April 29, 2015. The landlord filed his Application on June 1, 2015. Both parties agreed that no move-out condition inspection report was completed for this tenancy. The landlord confirmed that he did not have written permission from the tenants to retain any amount from the security deposit.

In his Application, the landlord sought a monetary order of \$3,360.00 for a hardwood floor replacement due to water damage and \$50.40 for a chipped glass shelf in the kitchen cabinet. The landlord also sought to recover the \$50.00 filing fee for this Application.

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 the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$900.00;
2. Both parties agreed that the tenants will pay the landlord \$1,250.00 to be sent by way of mail by November 3, 2015;
3. The landlord agreed to bear the cost of the \$50.00 filing fee for this Application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing and any issues arising out of this tenancy; and

5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain the tenants' entire security deposit of \$900.00.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,250.00 against the tenants. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to abide by condition #2 of the above monetary agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order in the event that the tenant(s) fails to abide by condition #2 of the above monetary agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord agreed to bear the cost of the \$50.00 filing fee for this Application.

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: November 04, 2015

Residential Tenancy Branch

