



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN, MNR, MND, MNDC, MNSD, FF

Introduction

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

- an order of possession based on the tenant's notice to end tenancy, pursuant to section 55;
- a monetary order for unpaid utilities, 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; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The landlord CL ("landlord") and the tenant AK ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties confirmed that they had authority to represent their spouses, "landlord CZ" and "tenant NM," the other parties named in this application, as agents at this hearing.

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

The landlord confirmed that the tenants had already vacated the rental unit and he did not require an order of possession. Accordingly, this portion of the landlords' Application is withdrawn.

Issues to be Decided

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

Are the landlords entitled to retain 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

Both parties agreed that this tenancy began on February 1, 2015 and ended on May 28, 2015. Monthly rent in the amount of \$2,500.00 was payable on the first day of each month. Both parties agreed that a security deposit of \$1,250.00 was paid by the tenants and the landlords continue to retain this deposit. A written tenancy agreement was provided for this hearing.

Both parties agreed that the tenants provided a forwarding address by way of a text message to the landlords on May 28, 2015. The landlords filed their Application on June 11, 2015. Both parties agreed that move-in and move-out condition inspection reports were completed for this tenancy. The landlord confirmed that no written permission was obtained from the tenants to retain any amount from their security deposit.

In their Application, the landlords sought a monetary order of \$1,666.50 total for the following items: \$1,312.50 for liquidated damages, \$240.64 for unpaid utilities, \$60.00 for labour for repairing items and \$53.36 for supplies and various items purchased at the end of the tenancy. The landlords 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 landlords will retain the tenants' entire security deposit of \$1,250.00;
2. Both parties agreed that the tenants will pay the landlords \$240.64 by way of interac e-transfer by November 20, 2015;
3. The landlords 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 landlords' 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. Both parties confirmed their awareness and agreement that this settlement was being made on behalf of the other parties named in this Application, landlord CZ and tenant NM, and that it was binding and enforceable against them as well.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain the tenants' entire security deposit of \$1,250.00.

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 landlords' favour in the amount of \$240.64 against the tenants. I deliver this Order to the landlords 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 landlords are 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) fail(s) 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 landlords must bear the cost of the \$50.00 filing fee for this Application.

The landlords' Application for an order of possession is withdrawn.

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 18, 2015

Residential Tenancy Branch

