



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CALLAHAN PROPERTY GROUP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, OLC, O, FF

Introduction

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

- authorization to obtain a return of a portion of the security deposit, pursuant to section 38;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- "other" unspecified remedies;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The tenant, "landlord JU" and the landlord's agent, ML ("landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager and landlord JU confirmed that she was the resident manager and that both had authority to speak on behalf of the landlord company named in this application as agents at this hearing.

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

Preliminary Issues

At the outset of the hearing, the tenant withdrew his application for "other" unspecified remedies. Accordingly, this portion of the tenant's application is withdrawn.

In accordance with section 64(3)(c) of the *Act*, I amend the tenant's application to correct the landlord company's name, which is now reflected in the style of cause. The landlord consented to this amendment request by the tenant.

At the outset of the hearing, both parties agreed to deal with the landlord's application, made only in the name of the landlord company against the tenant, filed on November 19, 2015, together with the tenant's application at this hearing. The landlord's application is to retain \$213.00 from the tenant's security deposit and to recover the \$50.00 filing fee. The hearing is scheduled for June 20, 2016 at 1:30 p.m. The landlord included a copy of this application and written evidence for this hearing. The tenant confirmed that he received a copy of the landlord's application and written evidence, that he reviewed it, that he had proper notice of it and that he wished to deal with the landlord's application at this hearing for efficiency and expediency reasons. Accordingly, I find that the tenant was duly served with the landlord's application and written evidence as per sections 89 and 90 of the *Act*, and I agreed to deal with the landlord's matter at this hearing based on the consent of both parties.

Issues to be Decided

Is the landlord entitled to retain a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the tenant entitled to a monetary award for the return of a portion of his security deposit?

Is the tenant entitled to an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement?

Is either party entitled to recover the filing fee for their application?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on June 1, 2009 and ended on May 31, 2015. Both parties agreed that monthly rent in the amount of \$950.00 was payable on the first day of each month. Both parties agreed that the tenant paid a \$475.00 security deposit and a \$100.00 FOB deposit to the landlords. Both parties agreed that the landlords returned \$262.00 from the security deposit and \$100.00 from the FOB deposit to the tenant. Both parties agreed that move-in and move-out condition inspection reports were completed for this tenancy. Both parties

agreed that the tenant provided a written forwarding address to the landlords on May 31, 2015, by way of the move-out condition inspection report.

The tenant seeks a return of the remainder of his security deposit in the amount of \$213.00 plus 4% interest on the deposit during the tenancy of \$126.03. The landlord seeks to retain the \$213.00 for carpet cleaning and blinds cleaning completed after the tenant vacated the rental unit. Both parties seek to recover the \$50.00 filing fee paid their 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 currently under dispute at this time:

1. Both parties agreed that the landlords will retain \$106.50 from the tenant's security deposit;
2. Both parties agreed that the landlords will return the remainder of the tenant's security deposit in the amount of \$106.50 to the tenant by December 14, 2015;
3. The tenant agreed to bear the cost of the \$50.00 filing fee paid for his Application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application filed on November 19, 2015 and scheduled for a hearing at 1:30 p.m. on June 20, 2016, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. The landlord agreed to send a signed and dated letter to the RTB by December 3, 2015, to cancel the landlord's hearing on June 20, 2016, for an application to retain \$213.00 from the tenant's security deposit and to recover the \$50.00 filing fee for that application;
6. 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 gave verbal sworn affirmation at the hearing that they understood and agreed to the above settlement terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy. The landlords confirmed that this also settled the landlord's application scheduled for a hearing on June 20, 2016.

Conclusion

In order to implement the above settlement and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$106.50. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlords do not abide by condition #2 of the above settlement. The tenant is provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above settlement. Should the landlord(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's application, scheduled for a hearing on June 20, 2016, for a monetary order to retain \$213.00 from the tenant's security deposit and to recover the \$50.00 filing fee from the tenant, is cancelled. The landlord must bear the cost of the filing fee for that application.

The tenant's Application for "other" unspecified remedies 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: December 03, 2015

Residential Tenancy Branch

