



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BLUEPRINT STRATA MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

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

- a monetary order for unpaid rent, 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's agent, DD ("landlord") and the tenant BB ("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. The landlord confirmed that he was the co-owner of the landlord company named in this application and that he had authority to speak on its behalf as an agent at this hearing. The tenant confirmed that she had authority to represent her husband, "tenant AB," the other tenant named in this application, as an agent at this hearing. This hearing lasted approximately 91 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") and the landlord confirmed receipt of the tenants' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were duly served with the landlord's Application and the landlord was duly served with the tenants' written evidence.

The tenant confirmed that she did not serve the landlord with a number of emails exchanged between the parties, as this evidence was only submitted to the Residential Tenancy Branch. As this matter settled between the parties, I make no findings regarding service of this evidence.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent, 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 recover the filing fee for this Application?

Background and Evidence

The landlord stated that this tenancy began on July 15, 2014 and ended on July 13, 2015. Monthly rent in the amount of \$1,450.00 was payable on the first day of each month. A security deposit of \$725.00 was paid by the tenants and the landlord continues to retain this deposit. A written tenancy agreement was provided for this hearing.

The landlord seeks a monetary order of \$5,727.00 for wall repairs, painting, carpet and general cleaning, unpaid rent and liquidated damages, plus the \$100.00 filing fee.

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 \$725.00;
2. Both parties agreed that the tenants will pay the landlord \$1,500.00 total, according to the following payment plan:
 - a. \$750.00 by July 31, 2016; and
 - b. \$750.00 by December 31, 2016;
3. The landlord agreed to bear the cost of the \$100.00 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.

This settlement agreement and monetary order are also binding against tenant AB, who was not present at this hearing, as the tenant agreed on his behalf as his agent.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain the tenants' entire security deposit of \$725.00.

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 \$1,500.00. 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 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) fail to abide by condition #2 of the above 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 must bear the cost of the \$100.00 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: February 04, 2016

Residential Tenancy Branch

