



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords on August 26, 2015. The Landlords applied for a Monetary Order for: unpaid rent; to keep the Tenants’ security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”); and to recover the filing fee from the Tenant.

The Landlords and the Tenant appeared for the hearing and provided affirmed testimony during the hearing. The Tenant confirmed receipt of the Landlords’ Application and their documentary evidence. The Tenant also confirmed that she had not provided any evidence prior to this hearing.

At the start of the hearing, the Landlords clarified that the Application was to only deal with loss of rent in this tenancy for August 2015 as a result of the Tenant breaking the fixed term tenancy. The parties agreed that while the Landlords had disclosed a monetary claim for damage to the rental unit and replacement of locks due to the failure of the Tenant to return the rental unit keys in a timely fashion, that this matter would be dealt separately through another Application. This was also because the Landlords were not in full possession of the evidence relating to this.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The parties confirmed that the Tenant had paid a \$750.00 security deposit at the start of the tenancy which the Landlords still retained. No interest is payable on this amounts. The parties confirmed that the Tenant had not provided the Landlord with a forwarding address in writing at the end of the tenancy after August 15, 2015.

Both parties presented evidence and submissions in relation to the Landlords' monetary claims. At the end of the hearing, I offered the parties an opportunity to settle **all** of the matters in this tenancy through mutual agreement. The parties turned their minds to compromise and achieved a resolution of the dispute.

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.

Both parties agreed to settle the Landlords' Application in full and final satisfaction. The Tenant consented to the Landlord keeping her security deposit in the amount of \$750.00. In addition, the parties agreed that the Tenant will pay to the Landlords \$870.00 to settle the entire Landlords' monetary claim, inclusive of damages to the rental unit. This amount is to be paid to the Landlords forthwith.

The Landlords are issued with a Monetary Order in the amount of **\$870.00** which is enforceable in the Small Claims court **if** the Tenant fails to make payment in accordance with this agreement. Copies of this order are attached to the Landlords' copy of this Decision. The Tenant should retain documentary evidence of payment made to the Landlord in accordance with this agreement.

The parties confirmed their agreement to resolution in this manner both during and at the conclusion of the hearing. This agreement and order is fully binding on the parties and is in full and final satisfaction of the Landlords' Application. No further Applications are permitted and this file is 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: March 03, 2016

Residential Tenancy Branch