



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

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

- a monetary order 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 obtain a return of the security deposit, pursuant to section 38;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant, MAP ("tenant") and the 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 tenant confirmed that he had authority to speak on behalf of his wife, "tenant MEP," as an agent at this hearing. This hearing lasted approximately 52 minutes in order to allow both parties to fully negotiate a settlement of this matter.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the names of all parties, as they were listed in reverse order on the Application. The landlord consented to this amendment request by the tenant.

Issues to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to a monetary order for the recovery of their security deposit?

Are the tenants entitled to recover the filing fee for their Application?

Background and Evidence

Both parties agreed that this tenancy began on October 1, 2012. The tenant said that the tenants vacated the rental unit on May 20, 2015, while the landlord said that it was on May 18, 2015. Both parties agreed that monthly rent in the amount of \$2,244.00 was payable on the first day of each month and a security deposit of \$1,100.00 was paid by the tenants and the landlord continues to retain this deposit. Both parties agreed that a move-in condition inspection report was not completed, but a move-out condition inspection report was completed for this tenancy. Both parties agreed that the tenants provided a written forwarding address to the landlord on June 3, 2015, by way of an email.

The tenants applied for a monetary order for the return of their security deposit of \$1,100.00. They also applied for one month's rent compensation of \$2,244.00, pursuant to section 51 of the *Act* and pro-rated rent of \$796.00, pursuant to section 50 of the *Act*. The tenants also applied 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 pay the tenants \$2,244.00 by way of a cheque to be sent out by mail by April 4, 2016;
2. The tenant agreed to bear the cost of the \$50.00 filing fee for the tenants' Application;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing and any issues arising out of this tenancy;

4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's potential claims against the tenants and any issues arising out of this tenancy;
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. The tenant confirmed that he understood and agreed that this settlement is also legally binding against tenant MEP, as he is her agent at this hearing.

Conclusion

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 tenants' favour in the amount of \$2,244.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to abide by condition #1 of the above agreement. The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order in the event that the landlord fails to abide by condition #1 of the above agreement. Should the landlord 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.

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: April 01, 2016

Residential Tenancy Branch