



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BALAY MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

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 November 13, 2015 for a Monetary Order for: unpaid rent; to keep all the Tenant’s security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and, to recover the filing fee from the Tenant.

The Landlord, the Tenant, and the Tenant’s legal counsel appeared for hearing. The Landlord and Tenant provided affirmed testimony. The Tenant confirmed receipt of the Landlords’ Application. Both parties confirmed receipt of each other’s documentary evidence served prior to the hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. At the start of the hearing, the parties confirmed that the Tenant had paid a security deposit at the start of the tenancy in the amount of \$1,745.00 and a key deposit of \$500.00. The parties agreed that the fixed term tenancy was ended when the Tenant gave written notice to end the tenancy on October 30, 2015. Therefore, I determined that the Landlord had made the Application to keep the Tenant’s security deposit within the 15 day time limit imposed by the Act.

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 in relation to the Landlords’ monetary claim. At the conclusion of the hearing, I offered the parties an opportunity to settle the matter by way of mutual agreement. The parties took some time to discuss option and the Landlord was allowed to consult privately with the owner of the rental unit regarding settlement of this matter. After some discussion between the parties, they turned their minds to compromise, and reached a resolution of the dispute as follows.

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.

The Tenant agreed to allow the Landlord to keep all his security deposit of \$1,745.00 in full satisfaction of the Landlord's monetary claim. As a result, the Landlord must return the Tenant's key deposit of \$500.00 back to the Tenant forthwith.

The Tenant is issued with a Monetary Order for the amount of \$5000.00. This order may be served and enforced through the Small Claims Division of the Provincial Court as an order of that court. This order is attached to the Tenant's copy of this Decision and is a precautionary measure to be used by the Tenant **if** the Landlords fail to make payment in accordance with this agreement. The parties agreed that the Landlords would make the payment out directly to the Tenant but send the payment to the office of the Tenant's legal counsel. The Landlords should retain documentary evidence of payment made pursuant to this agreement.

This agreement is fully binding on the parties. The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing. 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: June 07, 2016

Residential Tenancy Branch