



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing took place in response to an Application for Dispute Resolution (the "Application") made by the company Landlord on April 11, 2016. The Landlord applied for a Monetary Order for: unpaid rent; damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenant's security deposit; and to recover the filing fee from the Tenant.

Two agents for the Landlord, the property manager, and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Application and documentary evidence by registered mail. The Landlord's agents confirmed receipt of the Tenant's four pages of written submissions prior to the hearing.

The hearing proceedings were explained and the parties had no questions about the process. 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.

At the start of the hearing, the Landlord withdrew their monetary claim for painting and drywall repairs and the Tenant confirmed that he owed the Landlord the liquidated damages for breaking the tenancy. Therefore, the hearing continued to hear the Landlord's evidence with respect to carpet and drape cleaning only.

During the hearing, I determined that the Landlord had made the Application to keep the Tenant's security deposit within the 15 day time period pursuant to Section 38(1) of the Act. The parties provided their evidence. At the end of the hearing I offered them an opportunity to settle the matter by way of mutual agreement. The parties agreed that voluntary resolution in this manner was the best outcome in this case.

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 parties agreed the Landlord will deduct \$400.00 from the Tenant's security deposit to settle the Landlord's Application in full. The parties agreed that the Landlord will return the remaining balance of the security deposit and the gate card in the amount of \$346.00 back to the Tenant forthwith after receipt of this Decision.

The Tenant is issued with a Monetary Order in the amount of **\$346.00** which is enforceable in the Small Claims Division of the Provincial Court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are attached to the Tenant's copy of this Decision. The Landlord should retain documentary evidence of payment made to the Tenant in accordance with this agreement.

This agreement and order is fully binding on the parties. The parties confirmed at the end of the hearing that they had agreed to this settlement agreement without force and understood the full nature of the settlement agreement and its meaning. 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: August 31, 2016

Residential Tenancy Branch