



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MACDONALD COMMERCIAL R.E.S. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPN, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the corporate Landlord on July 15, 2016. The Landlord applied for an Order of Possession and an order to keep the Tenant’s security deposit. The Landlord also applied to recover the filing fee.

Three agents for the company Landlord, the property manager, and the Tenant appeared for the hearing. One of the agents for the Landlord was the agent the Tenant dealt with in this tenancy.

The Tenant confirmed receipt of the Landlord’s Application and their documentary evidence. The Tenant stated that he submitted two pages of evidence to the Residential Tenancy Branch and to the Landlord prior to this hearing. That evidence was not before me or before the Landlord at the time of this hearing; however, the electronic records pertaining to this file did show the receipt of two pages of evidence from the Tenant by the Residential Tenancy Branch for this file.

As a result, I allowed the Tenant to present this evidence into oral testimony and informed the parties that I would considered an adjournment of the proceedings if there was a dispute about what existed on the two pages of evidence submitted by the Tenant.

The hearing process was explained to the parties. Both parties were given a full opportunity to present their evidence and make submissions to me.

Section 63 of the *Residential Tenancy Act* (the “Act”) allows an Arbitrator to 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 Tenant informed that despite his disagreement to the Landlord's monetary claim, he did not have any issue with the Landlord keeping his security deposit which was the amount the Landlord was requesting in the Application. The parties then agreed to deal with this matter by way of mutual agreement and settlement.

#### Settlement Agreement

The parties agreed to settle the Landlord's Application in full and final satisfaction as follows. The Tenant agreed that the Landlord can keep the Tenant's security deposit of \$312.50.

In addition, the parties agreed to split the \$100.00 filing fee paid by the Landlord. The Tenant is therefore required to pay \$50.00 to the Landlord forthwith.

In order to give effect to the above agreement, the Landlord is issued with a Monetary Order for the amount of \$50.00. This order may be served on the Tenant and enforced in the Small Claims Division of the Provincial Court as an order of that court **if** the Tenant fails to make payment. The Tenant is cautioned to retain documentary evidence to prove payment has been made pursuant to this agreement.

Both parties confirmed their voluntary agreement and understanding of mutual resolution in this manner both during and at the end of the hearing. This file is now closed.

As the tenancy had already ended, the Landlord's request for an Order of Possession is hereby dismissed. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 18, 2017

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Residential Tenancy Branch