



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

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

- authorization to obtain a return of the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

One of two tenants, tenant CB ("tenant") and one of two landlords, landlord JS ("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 landlord confirmed that she was an agent for the rental unit developer and an employee of the company PWC. She said that she was a court-appointed receiver because the numbered company referenced on the front page of this decision went into receivership. She said that the other individual landlord named in this application, "landlord SD," was the former agent for the rental unit developer but that she no longer works for the developer.

The tenant confirmed that she had authority to speak on behalf of "tenant TO," the tenant who did not appear at this hearing, as an agent (collectively "tenants").

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' application.

Pursuant to section 64(3)(C) of the *Act*, I amend the tenants' application to add the name of the landlord as a respondent. The landlord confirmed that she was not acting in her personal capacity but only in her capacity as receiver of the land and premises of the numbered company named on the front page of this decision. Accordingly, I added

the wording of the limited capacity of the landlord, as per the landlord's explanation during the hearing, as she indicated this wording was used in other Court documents.

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, 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 currently under dispute at this time:

1. The landlord agreed to pay the tenants a total of \$700.00 according to the following terms:
 - a. the landlord is returning the tenants' security deposit of \$600.00, as well as paying an additional \$100.00 for the filing fee;
 - b. the payment will be mailed out to the tenants by January 25, 2017;
 - c. the landlord will issue the cheque in the female tenant's name only;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenants' application, including the \$100.00 filing fee, at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The tenant affirmed that she agreed and understood that she was making this settlement agreement on behalf of tenant TO and he was also bound by the settlement terms.

As this agreement was made specifically by the landlord in her limited capacity at this hearing, the settlement and the resulting monetary order will be enforceable against the landlord only, not landlord SD.

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 \$700.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord does not abide by condition #1 of the above agreement. The landlord must be served with a copy of this Order as soon as possible after the landlord does not 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: January 19, 2017

Residential Tenancy Branch