



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlords' agent, PFB ("landlord") and the tenant 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 the property manager for the two landlord owners named in this application and that she had authority to speak on their behalf at this hearing. The hearing lasted approximately 36 minutes in order to allow both parties to fully negotiate a settlement of this application.

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

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 and 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 with respect to this entire tenancy:

1. Both parties agreed that the landlords will retain the tenant's entire security deposit of \$400.00;
2. Both parties agreed that the tenant will pay the landlords a total of \$50.00, which represents half of the \$100.00 application filing fee, by way of a certified cheque or money order to be mailed out by registered mail by March 13, 2017;

3. The landlords agreed to bear the cost of \$50.00, which represents half of the \$100.00 application filing fee;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing;
5. Both parties agreed that they will not initiate any future 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 affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

The landlord confirmed that she was aware and understood that she was making this agreement on behalf of both landlords named in this application and that they were both legally bound by the terms of this agreement.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain the tenant's entire security deposit of \$400.00.

The landlords must bear the cost of \$50.00 which represents half of the \$100.00 application filing fee.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$50.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by condition #2 of the above monetary agreement. The tenant must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above monetary agreement. Should the tenant 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: March 10, 2017

Residential Tenancy Branch

