



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MND, MNSD, FF

Introduction

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

- an order of possession for cause, pursuant to section 55;
- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The individual landlord, SS and her agent, CH (collectively "landlords") and the two tenants 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 and her agent confirmed that she was the landlord's assistant; both affirmed that they had authority to speak on behalf of the "landlord company" at this hearing. The hearing lasted approximately 42 minutes in order to allow both parties to negotiate a full settlement of the landlords' application.

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

At the outset of the hearing, both parties confirmed that the tenants had already vacated the rental unit and that no order of possession was required.

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 tenants' entire security deposit of \$700.00;
2. The tenants agreed to pay the landlords \$2,975.00 on the following terms;
 - a. the payments will begin on July 1, 2017 and end on May 1, 2018;
 - b. the payments will be made on the first day of each month;
 - c. the payments will be made in the name of the landlord company;
 - d. the payments from July 1, 2017 to April 1, 2018 will be in the amount of \$290.00 per month;
 - e. the final payment due on May 1, 2018 will be in the amount \$75.00;
3. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
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.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain the tenants' entire security deposit of \$700.00.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$2,975.00. I deliver this Order to the landlords in support of the above agreement for use only in the event that the

tenant(s) do not abide by condition #2 of the above monetary agreement. The tenant(s) 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(s) 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.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

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: May 18, 2017

Residential Tenancy Branch