



# 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      MNR, MND, MNSD, FF

### Introduction

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

- 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.

"Tenant MV" did not attend this hearing, which lasted approximately 54 minutes. The individual landlord, SS and her agent, CH (collectively "landlords") and two of three tenants, tenant NR and tenant HH (collectively "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 individual landlord confirmed that she was the property manager and her agent confirmed that she was the individual landlord's assistant; both affirmed that they had authority to speak on behalf of the landlord company named in this application, at this hearing.

At the outset of the hearing, the two tenants confirmed that tenant MV had left the rental unit and they had not spoken to him since August 2016. They both confirmed that they did not have authority to speak on his behalf at this hearing.

The two 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 two tenants were duly served with the landlords' application.

### 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 \$1,000.00;
2. The two tenants agreed to pay the landlords \$1,500.00 on the following terms;
  - a. the payments will begin on June 25, 2017 and end on January 25, 2018;
  - b. the payments will be made on the 25<sup>th</sup> day of each month;
  - c. the payments from June 25, 2017 to December 25, 2017 will be in the amount of \$200.00 per month;
  - d. the final payment due on January 25, 2018 will be in the amount \$100.00;
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;
6. The landlords agreed that they will not initiate any future claims or applications against tenant MV 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 \$1,000.00.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$1,500.00. I deliver this Order to the landlords in support of the above agreement for use only in the event that the two tenant(s) do not abide by condition #2 of the above monetary agreement. The two 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 two 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.

As discussed during the hearing, the above monetary order is enforceable between the landlords and the two tenants only, not tenant MV. As noted above, tenant MV did not appear at this hearing and the two tenants did not have authority to speak on his behalf.

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 26, 2017

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Residential Tenancy Branch