



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

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

- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenants' security and pet damage deposits (collectively "deposits"), pursuant to section 38;
- authorization to recover the filing fee for this application, pursuant to section 72.

One of two tenants, "tenant WK," did not attend this hearing, which lasted approximately 20 minutes. The other tenant, tenant PK ("tenant") and the 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 tenant confirmed that he had authority to speak on behalf of his wife, tenant WK, who is named as a tenant-respondent in this application. The landlord confirmed that she was the property manager for this rental unit and employed by the property management company and a representative of the individual owner of the unit, both listed on the parties' written tenancy agreement, and that she had authority to speak on behalf of both at this hearing.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to include an alternate spelling of the tenants' surname, as the landlord indicated one version in her application and a different version in the tenancy agreement and written evidence package. I find no prejudice to either party, as it will ensure this decision and resulting monetary order are enforceable against the correct people.

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 landlord will retain \$1,200.00 from the tenants' security and pet damage deposits totaling \$1,650.00;
2. The landlord agreed to return \$450.00 from the tenants' deposits to the tenants by way of a cheque to be mailed out by May 12, 2017;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her 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.

Both parties confirmed that they understood and agreed that this settlement was binding upon the parties that they were acting as agents for at this hearing.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$1,200.00 from the tenants' deposits.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$450.00. 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 #2 of the above monetary agreement. The landlord 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 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.

The landlord 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 10, 2017

Residential Tenancy Branch