



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

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

- a monetary order for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant and his legal advocate and the two landlords (male and female) 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 his legal advocate had authority to speak on his behalf at this hearing. This hearing lasted approximately 73 minutes in order to allow both parties to negotiate a full settlement of this claim.

The tenant 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 tenant was duly served with the landlords' application.

At the outset of the hearing, I notified both parties that I could not consider the tenant's written evidence at this hearing because it was served late to the landlords on the day before this hearing. The landlords claimed that they did not have a chance to properly review and respond to it. I did not receive the written evidence from the tenant, as he confirmed it was sent by facsimile to the Residential Tenancy Branch ("RTB") on the day before this hearing. Rule 3.15 of the RTB *Rules of Procedure* states that the tenant's responsive evidence is due at least seven clear days before the hearing date.

In any event, the evidence was not considered because the parties settled the matter between themselves.

### 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 \$475.00 from the tenant's security deposit of \$500.00;
2. The landlords agreed to return \$25.00 from the tenant's security deposit to the tenant by way of a cheque to be mailed out by July 3, 2017 to the tenant's legal advocate's address, which was confirmed by the tenant during this hearing;
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 \$475.00 from the tenant's security deposit.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$25.00. I deliver this Order to

the tenant in support of the above agreement for use only in the event that the landlords do not abide by condition #2 of the above monetary agreement. The landlords 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 landlords 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: June 28, 2017

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Residential Tenancy Branch