



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

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

- a Monetary Order for loss and damages pursuant to section 67;
- authorization to retain the security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent GZ (the "landlord"). Both co-tenants appeared and represented themselves.

As both parties were in attendance I confirmed there were no issues with service of the landlord's application for dispute resolution and evidentiary materials. The tenants confirmed receipt of the landlord's materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenants were duly served with the landlord's applications and evidentiary materials.

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 or 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 currently under dispute at this time:

1. The landlord may keep the \$750.00 security deposit for this tenancy.
2. The tenants will pay the landlord the sum of \$288.00 in two installments of \$144.00 each on August 15, 2017 and September 15, 2017.
3. This settlement agreement constitutes a full, final and binding resolution of the landlord's application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The landlord is authorized to retain the security deposit for this tenancy.

As advised to the parties during the hearing I issue a monetary Order to be served on the tenants by the landlord only if the tenants fail to make payment pursuant to the payment schedule of \$144.00 to be paid on August 15, 2017 and \$144.00 to be paid on September 15, 2017. Should the tenants 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: June 21, 2017

Residential Tenancy Branch