



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MND, MNSD, FF;    MNDC, MNSD

### Introduction

This hearing dealt with the landlord's 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 tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to obtain a return of the tenant's security deposit, pursuant to section 38.

The landlord and the tenant's two agents, agent DA "tenant's agent" and "agent KL," 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's two agents confirmed that they had authority to speak on the tenant's behalf at this hearing. Agent KL did not testify and observed the hearing only. This hearing lasted approximately 50 minutes in order to allow both parties to negotiate a full settlement of both applications.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Pursuant to section 64(3)(c) of the *Act*, I amended the landlord's application to remove the tenant's agent's company as a tenant-respondent party. The tenant's agent requested this amendment during the hearing and the landlord opposed it. As noted during the hearing, the company did not sign the tenancy agreement, did not reside in the rental unit and did not act as a tenant during this tenancy. The company merely facilitated some rent payments on behalf of the tenant and helped him receive the keys to the rental unit. Accordingly, they are not a proper tenant-respondent party to the landlord's application; the tenant is a proper tenant-respondent party and is correctly named.

### 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 dispute:

1. Both parties agreed that the landlord will retain \$812.50 from payments already made by the tenant to the landlord during this tenancy:
  - a. \$137.50 is from the tenant's security deposit of \$275.00 and \$675.00 is from January 2017 rent;
2. Both parties agreed that the landlord will return \$812.50 to the tenant from payments already made by the tenant to the landlord during this tenancy:
  - a. \$137.50 is from the tenant's security deposit of \$275.00 and \$675.00 is from February 2017 rent;
  - b. \$406.25 will be paid by July 31, 2017 by way of cheque in the tenant's name to be mailed to the tenant's agent's company;
  - c. \$406.25 will be paid by September 8, 2017 by way of cheque in the tenant's name to be mailed to the tenant's agent's company;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both party's applications at this hearing.

These particulars comprise a full and final settlement of all aspects of this dispute. 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.

### Conclusion

I order the landlord to retain \$137.50 from the tenant's security deposit and \$675.00 from January 2017 rent.

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 \$812.50. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by conditions #2(b) and (c) 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 conditions #2(b) and (c) 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 his 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: July 28, 2017

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Residential Tenancy Branch