



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MND, MNDC, FF

Introduction

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

- an order of possession for cause, pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit, and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The male tenant did not attend this hearing, which lasted approximately 74 minutes. The landlord, "landlord's agent TB," "landlord's agent SB," and the female tenant ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Landlord's agent TB confirmed that she had authority to speak on behalf of the landlord as an agent at this hearing. Both the landlord and landlord's agent SB did not testify at this hearing. The tenant confirmed that she had authority to speak on behalf of the male tenant, who is her husband, and named as a tenant-respondent in this application, as an agent at this hearing (collectively "tenants").

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and landlord's agent TB confirmed receipt of the tenants' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application and the landlord was duly served with the tenants' written evidence package.

At the outset of the hearing, landlord's agent TB confirmed that the tenants had already vacated the rental unit and she did not require an order of possession.

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 the tenants' entire security deposit of \$575.00;
2. The tenants agreed to pay the landlord a total of \$750.00 by way of a cheque to be mailed out by August 25, 2017, according to the following terms:
 - a. \$575.00 is for all July 2017 rent owed;
 - b. \$175.00 is for all damages in the rental unit;
 - c. no further rent is owed for this tenancy including for May and June 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 the landlord's application at this hearing 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

I order the landlord to retain the tenants' entire security deposit of \$575.00.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$750.00. I deliver this Order to

the landlord in support of the above agreement for use only in the event that the tenant(s) do not abide by condition #2 of the above monetary agreement. The 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 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.

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: August 21, 2017

Residential Tenancy Branch