



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NO. 152 SEABRIGHT HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, DRI, OLC, FF, O

### Introduction

This hearing was scheduled to deal with monetary cross applications. The landlord applied for a Monetary Order for unpaid rent; damages or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant applied for return of the security deposit; dispute of an additional rent increase; orders for compliance; and, other issues. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing I confirmed service of hearing documents and evidence. Although the landlord did not serve the tenant in person or by registered mail, as required under section 89 of the Act, the tenant confirmed receipt of the landlord's hearing documents shortly after they were left at his service address and the tenant was agreeable to being deemed sufficiently served. Accordingly, I deemed the tenant sufficiently served with the landlord's hearing documents pursuant to the authority afforded me under section 71 of the Act.

The hearing process was explained to the parties and the parties were affirmed.

On a procedural note, the landlord had named two tenants on the landlord's Application for Dispute Resolution. The second named tenant was not in fact a tenant and, with consent of all parties, the landlord's application was amended to name only the tenant who is named on the tenancy agreement.

After both parties had an opportunity to be heard, the parties turned their minds to resolving their disputes by way of a settlement agreement. A settlement agreement was reached and I have recorded the terms of settlement by way of this decision.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

The parties reached the following agreement in full and final satisfaction of any and all disputes related to this tenancy:

1. The landlord shall retain the tenant's security deposit.
2. The tenant shall return to the landlord any and all key(s) and fob to the residential property in the tenant's possession by delivering them to the tenant's service address (a law office) for pick up by the landlord no later than 1:00 p.m. on November 22, 2017.
3. The landlord shall return to the tenant the tenant's post-dated rent cheques that are in the landlord's possession by delivering them to the tenant's service address, no later than 1:00 p.m. on November 22, 2017.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

For added certainty, in recognition of the settlement agreement, I authorize the landlord to retain the tenant's security deposit.

Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded in this decision.

In recognition of the settlement agreement, the landlord is authorized to retain the tenant's security deposit.

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: November 21, 2017

---

Residential Tenancy Branch