



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF; CNL, OLC, MNDC, MNSD, O, FF

Introduction

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

- a monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("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 their application, pursuant to section 72.

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

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of double the amount of the security deposit, pursuant to section 38;
- other unspecified remedies; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The two landlords and the 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. This hearing lasted approximately 53 minutes in order to allow both parties to negotiate a full settlement of all tenancy issues.

Both parties were in 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 amend both parties' applications to correct the spelling and legal names of the two landlords. Both parties consented to these amendments during the hearing.

Settlement Terms

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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlords agreed to pay the tenant \$700.00 by way of e-transfer by March 16, 2018;
 - a. during the hearing, the tenant provided her email address to the landlords and both parties exchanged the question and password information to facilitate the above e-transfer;
2. Both parties agreed that the landlords will retain the tenants' entire security deposit of \$325.00;
3. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications 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 the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed

that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

Conclusion

I order the landlords to retain the tenant's security deposit of \$325.00.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$700.00 against the landlord(s). I deliver this Order to the landlord(s) in support of the above agreement for use only in the event that the landlord(s) do not abide by condition #1 of the above monetary agreement. The landlord(s) must be served with a copy of this Order as soon as possible after a failure to comply with condition #1 of the above monetary agreement. Should the landlord(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.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

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: March 15, 2018

Residential Tenancy Branch