



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, O, FF; MNSD

Introduction

This hearing was scheduled to deal with the landlord's application against both tenants, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order 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;
- other unspecified remedies; and
- authorization to recover the filing fee for his application, pursuant to section 72.

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

- authorization to obtain a return of a portion of the security and pet damage deposits, pursuant to section 38.

"Tenant JO" did not attend this hearing, which lasted approximately 57 minutes. The tenant and the landlord 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 confirmed that she had permission to speak on tenant JO's behalf as an agent at this hearing.

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.

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. Both parties agreed that the landlord already returned \$344.46 from the tenants' security and pet damage deposits to the tenants prior to this hearing;
2. The landlords agreed to return \$353.29 from the tenants' security and pet damage deposits by way of a cheque in the tenant's name only, to be mailed out to the tenant by March 20, 2018;
 - a. during the hearing, the tenant provided her mailing address to the landlord to facilitate the above mailing;
3. Both parties agreed that the landlord will retain \$1,002.25 from the tenants' security and pet damage deposits of \$1,700.00;
4. The landlord agreed to bear his own cost for the \$100.00 filing fee paid for his application;
5. 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;
6. 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.

The tenant confirmed that she agreed and understood that this settlement agreement was also binding upon tenant JO and that she had authority to make this agreement on his behalf. The tenant confirmed that she would advise tenant JO of this agreement and she requested the monetary order and the landlord's cheque be in her name only for ease of reference.

Conclusion

I order the landlord to retain \$1,002.25 from the tenants' security and pet damage deposits.

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 \$353.29 against the landlord. 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 condition #2 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 condition #2 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 his own cost for 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: March 19, 2018

Residential Tenancy Branch