



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOWNTOWN SUITES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT, MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

This hearing involved cross applications made by the parties. On April 25, 2018, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for a return of double the security deposit pursuant to section 38 of the *Act* and seeking to recover the filing fee pursuant to section 72 of the *Act*.

On May 11, 2018, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for lost rent, seeking a Monetary Order for compensation for damages and clean up to the property, and to apply the security deposit towards this debt, pursuant to section 67 of the *Act*. The Landlord is also seeking to recover the filing fee pursuant to section 72 of the *Act*.

The Tenant attended the hearing and N.J. attended the hearing on behalf of the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that he hand delivered the Notice of Hearing package to the Landlord, and the Landlord confirmed receipt of this package. N.J. advised that she served the Notice of Hearing package to the Tenant's forwarding address in writing by registered mail (the tracking number is on the first page of this decision). However, the Tenant stated that he did not sign for this package as he was not comfortable doing so. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed served with the Landlord's Notice of Hearing package.

N.J. stated that the tenancy started on December 15, 2016 as a fixed term tenancy. Rent was originally established at \$1,300.00 per month due on the first day of each month; however, rent was increased to \$1,352.00 per month effective January 2018. A security deposit of \$650.00 was also paid. The Tenant confirmed these details; however, it was clarified that he was a co-tenant and that he moved out of the rental unit two months after it began. The Tenant submitted that there were personal issues between him and the co-tenant, and he considered the tenancy agreement to be null and void due to disagreements between him, the co-tenant, and the Landlord. No written notice was given to end the tenancy however. A notice to end the tenancy was then given in March and the co-tenant moved out at the end of March, so the Landlord was seeking compensation for April rent and for damages that the co-tenant caused. Emails were exchanged between the Landlord and the co-tenant with respect to coordinating a move out inspection; however, the co-tenant did not respond, so the Landlord conducted their move out inspection report on April 19, 2018. The Tenant was aware that as he was a co-tenant on this tenancy agreement, he was jointly and severally liable for any issues that the other co-tenant may have incurred.

The Tenant provided his forwarding address by email on March 22, 2018. Both parties confirmed that they regularly communicated by email and accepted that the Tenant's forwarding address in writing was provided to the Landlord in that email dated March 22, 2018.

As the Tenant had not picked up the Landlord's registered mail Notice of Hearing package and was unaware of the Landlord's claims, with N.J.'s permission, I briefly outlined how much compensation (\$2,215.63) the Landlord was seeking and why.

Settlement Agreement

I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties, and N.J. and the Tenant agreed as follows:

1. The Landlord could keep the Tenant's security deposit of \$650.00.
2. The Tenant would pay to the Landlord an additional \$650.00.
3. The Tenant would pay this amount to the Landlord, in cash during business hours on June 11, 2018.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims under their respective Applications.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If conditions two and three are not satisfactorily complied with, the Landlord is granted a Monetary Order in the amount of **\$650.00**. This Order is enforceable only if the Tenant fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Tenant by the Landlord. Should the Tenant 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.

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: June 11, 2018

Residential Tenancy Branch