



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; 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 24 minutes. The female tenant ("tenant") and the landlord's agent ("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 landlord confirmed that she was the maintenance manager and operations assistant for the landlord company named in this application and that she had permission to speak on its behalf. The tenant confirmed that she had permission to speak on the male tenant's behalf as an agent at this hearing (collectively "tenants").

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord'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 orders. 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 will retain \$487.50 from the tenants' security deposit of \$887.50;
2. The landlord agreed to return the remainder of the tenants' security deposit in the amount of \$400.00 to the tenants by way of a cheque payable to the tenant only, to be mailed out by June 29, 2018;
3. The landlord agreed to bear its own cost for the \$100.00 filing fee paid for this application;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of this application at this hearing and any issues arising out of
- 5.
- 6.
7. this tenancy;
8. 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 landlord to retain \$487.50 from the tenants' security deposit of \$887.50.

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 \$400.00 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 its own cost for 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: June 28, 2018

Residential Tenancy Branch