



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

This hearing dealt with the landlord's application 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* 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.

Tenant CL did not attend this hearing, which lasted approximately 62 minutes. Tenant JL ("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 he had permission to speak on tenant CL'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.

The tenant confirmed that he did not have the date or the tracking number for the tenants' written evidence package that he said was sent to the landlord by registered mail. The landlord stated that he did not receive any written evidence from the tenants. I notified both parties that I could not consider the tenants' written evidence package at this hearing because the tenant was unable to provide service evidence. In any event, I was not required to consider the tenants' written evidence package because the parties agreed to settle this matter between them.

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 the tenants' entire security deposit of \$1,050.00;
2. The tenants agreed to pay the landlord \$1,100.00 by way of e-transfer according to the following payment plan:
 - a. \$370.00 by June 30, 2018;
 - b. \$370.00 by July 31, 2018;
 - c. \$360.00 by August 31, 2018;
3. The landlord agreed to bear his 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 his application 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 landlord to retain the tenants' entire security deposit of \$1,050.00.

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 landlord's favour in the

amount of \$1,100.00 against the tenants. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenants do not abide by condition #2 of the above monetary agreement. The tenants 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 tenants 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 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 08, 2018

Residential Tenancy Branch