



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's Application: MNRT MNSD MNDCT FFT
Landlords' Application: MNRL-S MNDL-S FFL

Introduction

On October 9, 2018, a hearing was held to address applications from both the tenant and the landlords pursuant to the *Residential Tenancy Act* (the *Act*), as follows:

The tenant applied for:

- a monetary order for the cost of emergency repairs paid by the tenant pursuant to section 33 of the *Act*;
- return of the security deposit pursuant to section 38 of the *Act*; and
- recovery of the filing fee for the application from the landlord pursuant to section 72 of the *Act*.

The landlords applied for:

- a monetary order for unpaid rent and compensation for damages pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the security deposit and pet damage deposit in partial satisfaction of the monetary order requested pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenants pursuant to section 72 of the *Act*.

After over an hour and a half of hearing time, and after providing the parties an opportunity to discuss a settlement of their disputes, the parties were unable to reach a settlement. The hearing was adjourned as it was clear that more time would be required for all aspects of both parties' claims to be heard. As the tenant had claimed he had not received some of the landlords' evidence, specific instructions were provided to the parties to ensure that both parties would have the same evidence before them as submitted to the Residential Tenancy Branch.

The reconvened hearing was held on November 13, 2018 resulting in this Decision. The Decision is to be read in conjunction with the Interim Decision dated October 10, 2018.

At the outset of the hearing, both parties confirmed that they were in receipt of each others evidentiary materials.

Issue(s) to be Decided

Is the landlord entitled to retain all or a portion of the security deposit in satisfaction of their claim against the tenant? If not, is the tenant entitled to the return of the security deposit, or a doubling of the security deposit?

Is the tenant entitled to a monetary award for the cost of emergency repairs?

Is either party entitled to a monetary award for compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is either party entitled to recover the filing fee for their application from the other party?

Analysis

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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this hearing:

1. The landlords shall retain the tenant's security and pet damage deposits in the amount of \$1,000.00.
2. The tenant agreed to pay to the landlords \$1,000.00 in two installments paid by electronic transfer to the landlords' email address noted on the cover sheet of this Decision as follows:
 - First installment of \$500.00 by no later than 5:00 p.m. on November 30, 2018.
 - Second installment of \$500.00 by no later than 5:00 p.m. on December 14, 2018.
3. Both parties agreed that this settlement as outlined above constitutes a final and binding resolution of the tenant's application for dispute resolution filed on March

19, 2018 and the landlords' application for dispute resolution filed on March 21, 2018.

4. Both parties confirmed that they agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations. This settlement agreement does not extend any applicable time limits under the *Act*.

Conclusion

The landlords shall retain the tenant's security and pet damage deposits. The tenant shall pay the landlords a total amount of \$1,000.00.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlords the attached Monetary Order in the amount of \$1,000.00 to be served on the tenant by the landlords **only** if the tenant fails to make the payments required by the terms of this settlement agreement.

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. If the tenant only makes a partial payment and not the total amount, this partial payment must be accounted for if the landlords are enforcing the Monetary Order.

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: November 22, 2018

Residential Tenancy Branch