



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL –S, MNDL –S, MNDCL –S, FFL

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent; damage to the rental unit; other damages or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenants' security deposit. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents. The landlord had named three co-tenants in filing the application and sent a registered mail package to each named tenant at their forwarding address on May 31, 2018. All three packages were picked up by the female tenant. The landlord explained that there were only two co-tenants but the male tenant uses two different names so the landlord served a package to the male tenant using the two variations of his name. The female tenant appeared at the hearing and confirmed that her spouse is the co-tenant and that he does use two variations of his name. I was satisfied that the landlord duly served each tenant and I continued to hear the landlord's claims.

The tenant confirmed that the tenants had not submitted or served any rebuttal evidence with respect to the landlord's claims and that the tenant intended to present their position orally during the hearing.

On a procedural note, I amended the style of cause to indicate the male tenant's name as reflected on the tenancy agreement along with the other name he is "also known as".

After both parties had an opportunity to be heard the parties turned their minds to reaching a full and final settlement agreement. I was able to facilitate a settlement

agreement and I have recorded it by way of this decision and the Monetary Order that accompanies it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

During the hearing the parties reached a settlement agreement in full and final satisfaction of any and all claims related to this tenancy as follows:

1. The tenants shall compensate the landlord the a total of \$2,687.81 for the following amounts:
 - a. Unpaid rent for March 2018 -- \$1,500.00
 - b. NSF fees -- \$14.00
 - c. Prorated rent for May 1 through 7, 2018 -- \$790.32
 - d. Use of garage for storage -- \$31.99
 - e. Cleaning -- \$130.00
 - f. Damage or repairs of:
 - i. Door -- \$71.50
 - ii. Countertop -- \$100.00
 - iii. Hearth -- \$50.00
2. The landlord shall retain the tenants' security deposit of \$1,750.00 in partial satisfaction of the above amounts and the landlord shall be provided a Monetary Order for the balance of \$937.81 to serve and enforce upon the tenants.
3. The landlord waives any entitlement to any other amounts from the tenants and the tenants shall not pursue the landlord for any damages or loss they may have suffered during the tenancy.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, I authorize the landlord to retain the tenant's security deposit and I provide the landlord with a Monetary Order for the balance of \$937.81 to serve and enforce upon the tenants.

The settlement agreement is in full and final satisfaction of any and all claims related to this tenancy. Both parties are now precluded from making any other Application against the other party.

Conclusion

The parties reached a full and final settlement agreement. In recognition of the settlement agreement, I authorize the landlord to retain the tenants' security deposit and I provide the landlord with a Monetary Order for the balance of \$937.81 to serve and enforce upon the tenants.

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 06, 2018

Residential Tenancy Branch