



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT
 MNDCL-S, MNRL-S, FFL

Introduction

This teleconference hearing was scheduled in response to applications by both parties under the *Residential Tenancy Act* (the “Act”). The Tenants applied for monetary compensation and for the recovery of the filing fee paid for the Application for Dispute Resolution. The Landlord applied for monetary compensation, for compensation for unpaid rent and for the recovery of the filing fee.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing, as were both Tenants and legal counsel for the Tenants. Both parties confirmed that the Notice of Dispute Resolution Proceeding package and a copy of each party’s evidence was served as required. Neither party brought up any concerns regarding service of documents.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

Preliminary Matters

Both parties filed an Application for Dispute Resolution which were joined to be heard together. However, the Tenants clarified that their application was filed in response to the Landlord’s application and that they were not seeking any monetary compensation. As such, they withdrew their Application for Dispute Resolution. Therefore, the Tenants’ application is withdrawn and this decision will address the Landlord’s application only.

Issues to be Decided

Is the Landlord entitled to monetary compensation?

Is the Landlord entitled to compensation for unpaid rent?

Should the Landlord be allowed to retain the security deposit towards any compensation owed?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

During the hearing, the parties came to a settlement agreement to resolve the claims of the Landlord's Application for Dispute Resolution. The settlement agreement reached will be outlined below.

Settlement Agreement

Pursuant to Section 63 of the *Act*, parties may be provided the opportunity to discuss settlement and for a settlement agreement to be recorded in the form of a decision and/or order. The parties reached the following settlement agreement:

1. The Tenants paid \$3,500.00 for rent at the end of the tenancy. The parties agree that \$1,750.00 of this amount is payment for September 2018 rent.
2. The parties agree that the remaining \$1,750.00 paid towards rent is for October 2018 rent.
3. The Tenants agree to pay \$805.33 for a liquidated damages fee.
4. The Tenants agree to pay \$225.00 for cleaning.
5. The parties agree that they are each responsible for \$50.00 of the filing fee paid for the Landlord's Application for Dispute Resolution.
6. The parties agree that the Landlord will retain the security deposit of \$875.00 towards the total amount owing which leaves an amount of \$205.33 owing from the Tenants to the Landlord.

The parties confirmed that they were entering into a settlement agreement voluntarily and free from any coercion. They also confirmed their understanding that a settlement agreement is final and binding and therefore fully resolves the claims on the Landlord's Application for Dispute Resolution. The parties were advised that a Monetary Order in

the amount of \$205.33 will be awarded to the Landlord in order to uphold the settlement agreement reached.

Conclusion

The parties are ordered to follow the settlement agreement outlined above. In order to uphold the settlement agreement, the Landlord is granted a **Monetary Order** in the amount of **\$205.33**. The Tenants must be served with **this Order** as soon as possible. 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.

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: January 21, 2019

Residential Tenancy Branch