



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**This decision and Order was corrected on February 17, 2019, pursuant to section 78(1) of the Residential Tenancy Act, as I have made some obvious errors. For the purposes of clarity the corrections have been underlined and identified by bold lettering.**

### Dispute Codes:

MNDL-S, MNRL-S, FFL

### Introduction

A hearing was convened on September 21, 2018 in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the unit, for a monetary Order for unpaid rent/lost revenue, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The hearing on September 21, 2018 was adjourned for reasons outlined in my interim decision of September 21, 2018. The hearing was reconvened on November 13, 2018.

The hearing on November 13, 2018 was adjourned for reasons outlined in my interim decision of November 13, 2018. The hearing was reconvened on February 08, 2019 and was concluded on that date.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent/lost revenue, and to keep all or part of the security deposit?

### Background and Evidence

After considerable discussion regarding the merits of the Application for Dispute Resolution the Landlord and the Tenants mutually agreed, at the hearing on February 8, 2019, to settle this dispute under the following terms:

- the Landlord will retain all money that has been previously paid to him by the Tenants;

- the Landlord will retain the Tenants' security deposit of ~~\$1,925.00~~ **\$1,975.00**;
- the Tenants will pay the Landlord \$6,500.00; and
- neither party will pursue further compensation in regards to this tenancy.

The terms of this agreement were summarized for the parties on at least two occasions and the parties clearly indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

#### Analysis

All issues in dispute at these proceedings have been resolved in accordance with the aforementioned terms.

#### Conclusion

On the basis of the aforementioned settlement agreement I grant the Landlord a monetary Order for ~~\$6,000.00~~ **\$6,500.00**. In the event the Tenants do not voluntarily comply with this Order by February 28, 2019, this Order may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 8, 2019

**Corrected: February 17, 2019**

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Residential Tenancy Branch