



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent, 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.

The male landlord did not attend the hearing, which lasted approximately 22 minutes. The female landlord ("landlord") and the two tenants (male and female) 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 landlord confirmed that she had permission to represent the male landlord at this hearing.

The tenants confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenants were duly served with the landlords' application.

The landlord said that she did not serve the tenants with the landlords' evidence package. The tenants said that they did not receive any evidence from the landlords. I notified the landlord that I could not consider the landlords' evidence package because it was not served. However, I was not required to consider it because the parties settled this application.

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 \$1,225.00 towards all outstanding November 2018 rent;
2. The landlord agreed to pay the tenants \$190.07 for utilities by April 4, 2019, by way of e-transfer to the female tenant's email address confirmed during this hearing;
3. The landlords agreed to bear their own cost for the \$100.00 filing fee paid for this application;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their 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 \$1,225.00.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the female tenant's favour in the amount of \$190.07. I deliver this Order to the female tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the female tenant \$190.07 as per condition #2 of the above agreement. The landlords must be served with a copy of this Order. Should the landlords 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: April 04, 2019

Residential Tenancy Branch