



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, OLC, FFT

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant testified that they posted a copy of the dispute resolution hearing package and written evidence on Landlord SL's door. Although Landlord SL did not receive this information posted on their door until March 21, 2019, they did acknowledge receipt of this information. On this basis, I find that Landlord SL was duly served with the dispute resolution hearing package and written evidence in accordance with sections 88 and 89 of the *Act*.

The tenant testified that they sent a copy of their dispute resolution hearing package and written evidence to Landlord SH by registered mail to an address they located using a Land Titles Search. This package was not delivered and was subsequently returned by Canada Post. Landlord SH testified that the address the tenant used was an address that had not been used by them for seven years. Landlord SL had read the contents of the tenant's application for dispute resolution to Landlord SH. As outlined

below, I accept that the dispute resolution hearing package and written evidence have been sufficiently served to Landlord SH pursuant to paragraph 71(2)(c) of the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses and damages arising out of this tenancy? Should any other orders be issued with respect to this tenancy? Is the tenant entitled to recover the filing fee for this application from the landlords?

Background and Evidence

This tenancy for a room in the rental unit owned by the landlord(s) commenced on December 1, 2012 by way of a written "sharemate" agreement with the tenant. After the expiration of the initial one-year term, the tenancy continued as a month-to-month tenancy. Monthly rent by the end of this tenancy was set at \$950.00, payable in advance by the first of each month. The tenant paid a \$425.00 security deposit when this tenancy began in 2012. The landlord(s) have returned \$181.37 of the tenant's security deposit to the tenant and retain the remaining portion of the \$425.00 security deposit.

At the hearing, Landlord SL testified that they have applied to the Residential Tenancy Branch to retain the remaining portion of the security deposit on or about April 13 or 14, 2019. They said that no hearing has yet been scheduled for that application.

The tenant's amended application for a monetary award of \$3,000.00 plus the recovery of the \$100.00 filing fee was supported by the tenant's provision of the following items listed on the tenant's Monetary Order Worksheet:

Item	Amount
Filing Fee	\$100.00
Return of Security Deposit	450.00
Amount for Landlords' Eviction on basis of a 2 Month Notice to End Tenancy for Landlords Use of Property	950.00
Compensation for Missed Work	475.00
Aggravated Damages	1,050.00
Total of Above Items	\$3,025.00

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlords agreed to pay the tenant \$968.63 by e-transfer by the end of the day on April 19, 2019.
2. The landlords agreed to withdraw their application for the retention of the remainder of the tenant's security deposit.
3. The landlords confirmed that they had received adequate notice of this hearing and the written evidence provided by the tenant.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application, the landlords' application to retain a portion of the tenant's security deposit and all issues in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached monetary Order in the tenant's favour in the amount of \$968.63. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlords do not abide by the terms of the above settlement.

The tenant is provided with these Orders in the above terms and the landlord(s) must be served with this Order as soon as possible following any failure to abide by the monetary terms of this settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give effect to this settlement agreement, the landlords' application to retain the remainder of the tenant's security deposit (referenced above) is hereby withdrawn.

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 16, 2019

Residential Tenancy Branch