



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on March 09, 2019 (the "Application"). The Landlord applied for compensation for damage caused to the unit, to keep the security deposit and for reimbursement for the filing fee.

The Landlord appeared at the hearing with his Representative. The Tenant appeared at the hearing with his wife. The Landlord's wife was named on the Application; however, she is specifically listed as an occupant in the tenancy agreement and therefore I have removed her as a tenant from the style of cause. All parties agreed the Landlord's wife was an occupant.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord's evidence and the Tenant confirmed he received these.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. It is between a company and the Tenant. The Landlord confirmed he owns the rental unit. The Representative is an employee of the company and acts as agent for the Landlord.

At the outset of the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear and decide the matter. My decisions are final and legally binding. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above when asked. The parties agreed to discuss settlement and a discussion ensued. The parties could not come to an agreement and so we proceeded with the hearing.

The hearing proceeded for an hour at which time I told the parties we would have to adjourn the hearing to complete it on another date. I asked the parties if they had further thoughts about the settlement discussed earlier. The parties further discussed a resolution and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord can keep the \$1,000.00 security deposit.
2. The Tenant will pay the Landlord a further \$600.00 by July 26, 2019.
3. The Landlord withdraws the request for reimbursement for the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued a Monetary Order for \$600.00. If the Tenant does not pay the Landlord \$600.00 by July 26, 2019 as agreed above, this Order must be served on the Tenant. If the Tenant fails to comply with the Order, it 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 *Act*.

Dated: June 28, 2019

Residential Tenancy Branch