



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

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

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants 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 landlord provided written evidence and sworn testimony that they sent copies of their dispute resolution hearing package and written evidence to Tenants TAK and JZW (the tenants) by registered mail on April 1, 2019. As Tenant TAK (the tenant) confirmed receipt of this material, I find that the tenant and Tenant JZW were duly served with this material in accordance with sections 88 and 89 of the *Act*. The tenants did not provide any written evidence for this hearing. The tenant confirmed that they had authorization to act on behalf of Tenant JZW in this matter.

The address where the landlord sent the hearing package and written evidence to Tenant BRK was one that was provided by that tenant before this tenancy began, as opposed to the forwarding address provided by the other tenants on March 13, 2019. Since I am not satisfied that the material sent by the landlord to Tenant BRK was sent to

an address where Tenant BRK is currently residing, I dismiss the landlord's application naming Tenant BRK as a Respondent.

At the commencement of the hearing, the tenant said that they had paid a \$300.00 liquidated damages payment to the landlord after receiving the landlord's dispute resolution hearing package. As Landlord LF (the landlord) confirmed receipt of this payment, they reduced the amount of the monetary award requested in their application from \$1,452.95 plus the \$100.00 filing fee to \$1,152.95, plus the \$100;.00 filing fee.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for losses, damage and/or other money owed arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

On December 5, 2018, the tenants moved into this rental unit on the basis of a one-year fixed term Residential Tenancy Agreement. Monthly rent was set at \$,100.00, payable in advance by the first of each month. The landlord continues to hold the \$550.00 security deposit for this tenancy.

The parties agreed that on February 1, 2019, the tenant handed a landlord representative a written notice to end this tenancy by February 28, 2019. The tenants vacated the rental unit on February 28, 2019.

The landlord's original application for a monetary award of \$1,452.95 included the following items listed on their Monetary Order Worksheet entered into written evidence by the landlord:

| <b>Item</b>                 | <b>Amount</b>     |
|-----------------------------|-------------------|
| Materials for Repairs       | \$343.24          |
| Stain and Varnish           | 96.63             |
| Stain and Supplies          | 113.08            |
| Labour                      | 600.00            |
| Liquidated Damages          | 300.00            |
| <b>Total of Above Items</b> | <b>\$1,452.95</b> |

### 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 tenants agreed to allow the landlord retain the \$550.00 security deposit for this tenancy.
2. The tenants agreed to send the landlord a \$100.00 email transfer payment to the email address of the landlord as identified above by August 1, 2019.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application 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

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$100.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the terms of this portion of their agreement. Should the tenant(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 the settlement agreement reached between the parties, I order the landlord to retain the security deposit for this tenancy.

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: July 25, 2019

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Residential Tenancy Branch