



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MIDTOWN CLUB SUITES and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      For the tenants: OLC  
For the landlord: MNDL, MNRL, MNDCL, FFL

### **Introduction and Preliminary Matters**

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the “Act”).

The tenants applied for an order requiring the landlord to comply with the Act.

The landlord applied for a monetary order for money owed or compensation for damage or loss, unpaid rent, and alleged damage to the rental unit, and for recovery of the filing fee paid for their application.

The tenants and the landlord’s agent attended the telephone conference call hearing.

At the outset of the hearing, the evidence was discussed and neither party raised any issues regarding service of the applications or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

### **Settled Agreement**

During the hearing, the tenants and the landlord agreed to a mutual settlement under the following terms and conditions:

1. The tenants agree to pay the amount of \$2,700.00 to the landlord in full and final settlement of all claims of the landlord against the tenants;

2. The landlord will retain the tenants' security deposit of \$762.50 in partial satisfaction of the agreed upon amount;
3. The tenants understand the landlord will be issued a monetary order for the balance due, in the amount of \$1,937.50, which is only enforceable if the tenants fail to pay the landlord this amount forthwith;
4. The parties agree and acknowledge their understanding that this settled Decision resolves the matters contained in their respective applications and that no finding is made on the merits of the said applications for dispute resolution; and
5. The parties acknowledge that this mutually settled agreement represents a full and final settlement of any and all matters related to this tenancy.

### Conclusion

The tenants and the landlord have reached a settled agreement as recorded above.

Based upon the settled agreement as outlined above, the landlord is authorized to retain the tenants' security deposit of \$762.50.

I provide the landlord with a monetary order in the amount of \$1,937.50, which is only enforceable if the tenants fail to pay the landlord this amount forthwith.

If enforcement is necessary, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

As this matter was settled, I have not awarded the landlord recovery of their filing fee.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: June 14, 2019

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Residential Tenancy Branch