



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFL OPRM-DR MNDCL-S**

### Introduction

On September 23, 2019, an Adjudicator appointed pursuant to the *Residential Tenancy Act* (the *Act*) adjourned the landlord's application for dispute resolution for the following items to a participatory hearing. The adjudicator did so on the basis of an *ex parte* hearing using the Residential Tenancy Branch's direct request process. The adjudicator adjourned the direct request for the following reasons:

*The issue of landlord's request for an Order of Possession has been rendered moot. Therefore, I do not have the legislative authority to consider the landlord's application via the Direct Request process, as the landlord's application has been effectively rendered a request for a monetary order only. As the tenancy has ended, the landlord's ability to have her application for a monetary order adjudicated via the Direct Request process has been extinguished.*

I have been delegated authority under the *Act* to consider the landlord's application for:

- a monetary order for unpaid rent and damages pursuant to section 67;
- authorization to retain all or part of a security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both the tenants and the landlord attended the hearing. The parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents and were prepared to deal with the matters of the applications.

### Settlement Reached

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 discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord is to retain the tenants' security deposit in the amount of \$1,492.50.
2. The tenants will pay the landlord an additional \$1,492.50 for the remainder of rent for September 2019.
3. This settlement comprises the full and final settlement of the landlord's application.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

#### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,492.50.

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: December 02, 2019

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Residential Tenancy Branch