



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-S, FFL

Introduction

On September 26, 2019, the Landlords applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to retain the security deposit to apply towards these debts pursuant to Section 67 of the *Act*, and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

Both Landlords attended the hearing. The Tenant attended the hearing as well, with V.W. and M.M. attending as advocates for the Tenant. All in attendance provided a solemn affirmation.

The Landlords advised that they served the Tenant the Notice of Hearing package by registered mail on or around September 27, 2019 and the Tenant confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served with the Notice of Hearing package.

They also advised that they served their evidence to the Tenant on January 13, 2019 by posting it to his door. The Tenant confirmed that he received this evidence that day, that he had reviewed it, and that he was prepared to respond to it. While service of this evidence did not comply with the timeframe requirements of Rule 3.14 of the Rules of Procedure, as the Tenant was prepared to respond to it, I have accepted this evidence and will consider it when rendering this decision.

The Tenant advised that he served his evidence to the Landlords on January 14, 2019 by registered mail and they confirmed that they received this evidence. As service of this evidence complies with the timeframe requirements of Rule 3.15 of the Rules of Procedure, I have accepted this evidence and will consider it when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on July 1, 2018 and ended when the Tenant gave up vacant possession of the rental unit on October 1, 2019. Rent was established at \$3,000.00 per month, due on the first day of each month. A security deposit of \$1,500.00 was also paid.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss a settlement I would make a final and binding decision on the matter, and that if they chose to discuss a settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The security deposit of **\$1,500.00** would be retained by the Landlords.
2. The Tenant owes the Landlords in the amount of **\$1,188.56** for the remaining balance of the flooring repair costs.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they

are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

The Landlords are granted a Monetary Order in the amount of **\$1,188.56**. This Order is enforceable only if the Tenant fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Tenant by the Landlords. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Landlords with a conditional Monetary Order in the amount of **\$1,188.56** to serve and enforce upon the Tenant, if necessary.

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: January 28, 2020

Residential Tenancy Branch