



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1932374 ALBERTA LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL;    MNSD

### Introduction

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

- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- authorization to obtain a return of the tenant's security deposit, pursuant to section 38.

The landlord, the landlord owner, the tenant and tenant's witness attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 38 minutes.

The landlord owner confirmed that he was the current owner of the rental unit and the president and shareholder of the landlord company named in this application. The landlord confirmed that he was the manager of the rental unit. Both the landlord and landlord owner confirmed that they had permission to represent the landlord company named in this application.

This hearing began at 1:30 p.m. with all parties present. The tenant's witness had a separate application against the landlords for a different rental unit in the same building, which I adjourned to a future hearing date to be heard together with the landlords' application against her, on March 17, 2020 at 1:30 p.m. The tenant's witness exited the hearing at 1:57 p.m. and did not hear the proceedings between the tenant and the

landlords relating to this tenant's application. The settlement between the tenant and the landlords occurred between 1:58 and 2:08 p.m., without the tenant's witness present. The hearing ended at 2:08 p.m.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

### Settlement Terms

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 and orders. 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. Both parties agreed that the landlords will retain \$135.00 from the tenant's security deposit of \$372.50;
2. Both parties agreed that the landlords will return \$237.50 from the tenant's security deposit to the tenant by way of a cheque to be sent by March 20, 2020 to the tenant by mail, to the address confirmed by the tenant during the hearing;
3. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

### Conclusion

I order the landlords to retain \$135.00 from the tenant's security deposit of \$372.50.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$237.50. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$237.50 as per condition #2 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(s) 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.

The landlords must bear their own cost for the \$100.00 filing fee paid for their application.

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: March 13, 2020

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Residential Tenancy Branch