



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADIAN NATIONAL RELOCATION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT, MNDCL, FFL

Introduction

This hearing involved cross applications filed by the parties. On October 30, 2019, the Tenant made an Application for Dispute Resolution seeking a return of double the security and pet damage deposits pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On January 26, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

These Applications were set down for a hearing on March 20, 2020 and were subsequently adjourned to be heard on April 14, 2020 as there was not enough time to complete the hearing initially.

The Tenant attended the adjourned hearing. T.K. attended the adjourned hearing as an agent for the Landlord. As well, L.C. attended the adjourned hearing as a witness for the Landlord. All in attendance provided a solemn affirmation.

During the original one hour and 37-minute hearing, a majority of that time was dedicated to service issues as both parties disputed receiving documents from each other. As per my Interim Decision dated March 24, 2020, the parties were Ordered to re-serve documents in specific manners in order to provide fairness to both parties. However, once again, approximately 40 minutes was spent deliberating further service issues. The remaining one and a half hours were spent contesting one issue amongst the many claims, and then potential settlement of all the issues.

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.

Issue(s) to be Decided

- Is the Tenant entitled to a return of double the security and pet damage deposit?
- Is the Tenant entitled to recover the filing fee?
- Is the Landlord entitled to monetary compensation for loss?
- Is the Landlord entitled to recover the filing fee?

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 April 15, 2019 as a fixed term tenancy; however, this tenancy ended when the Tenant gave up vacant possession of the rental unit on May 31, 2019. Rent was established at \$10,990.00 per month, due on the first day of each month. A security deposit of \$5,495.00 and a pet damage deposit of \$5,495.00 were also paid.

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 conditional Monetary Order that accompanies it.

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 settlement I would make a final and binding Decision on the matter, and that if they chose to discuss 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 Landlord may keep the Tenant's security deposit in the amount of **\$5,495.00** and the pet damage deposit in the amount of **\$5,495.00**.
2. The Monetary Order in the amount of **\$11,090.00** awarded in the September 16, 2019 decision cannot and will not be enforced by the Tenant (the relevant file number is on the first page of this decision).
3. The Tenant will pay to the Landlord the sum of **\$10,990.00** in two separate payments outlined below.
4. The Tenant will pay to Landlord the sum of **\$5,495.00**, by either certified cheque or bank draft, to the address listed for the Landlord on the first page of this decision. This payment must be received by the Landlord no later than **April 21, 2020**.
5. The Tenant will pay to Landlord the sum of **\$5,495.00**, by either certified cheque or bank draft, to the address listed for the Landlord on the first page of this decision. This payment must be received by the Landlord no later than **May 21, 2020**.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims under their respective Applications.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes. No future claims, either through the Residential Tenancy Branch or any other courts, can or will be made against the other party with respect to this tenancy.

If either of conditions four or five are breached, the Landlord is provided with a conditional Monetary Order in the amount of **\$10,990.00**, and only the amount in arrears will be enforceable.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the

settlement agreement, based on the above, I provide the Landlord with a conditional Monetary Order in the amount of **\$10,990.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. 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.

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: April 15, 2020

Residential Tenancy Branch