



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MGEY INVESTCO 604.1 INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL

Introduction

On February 6, 2020, the Landlord 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 apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

M.Y. attended the hearing as an agent for the Landlord. The Tenant attended the hearing with occupant J.E. attending as well. M.Y. had no opposition to J.E. attending. All parties in attendance provided a solemn affirmation.

M.Y. advised that the Notice of Hearing package was served to the Tenant by registered mail on February 7, 2020 and the Tenant confirmed receipt of this package. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing package.

M.Y. advised that he served some of his evidence to the Tenant by registered mail and email on May 27, 2020 and the Tenant confirmed that she received this email on May 27, 2020. As well, he stated that he served additional evidence to the Tenant by email on June 19, 2020. The Tenant confirmed that she received this late evidence, that she reviewed it, and that she was prepared to respond to it. As such, all of the Landlord’s evidence was accepted and will be considered when rendering this Decision.

The Tenant advised that she served her evidence to the Landlord by registered mail and email on June 9, 2020 and he confirmed that he received this package. As such, the Tenant’s evidence was accepted and will be considered 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 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 Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to retain the security deposit to be put towards this compensation?
- 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 July 5, 2019 as a fixed term tenancy for one year, but it ended when the Tenant gave up vacant possession of the rental unit on January 31, 2020. Rent was established at \$2,495.00 per month and was due on the first day of each month. A security deposit of \$1,247.50 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Settlement Agreement

The parties 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 engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Landlord will retain the Tenant's security deposit in the amount of **\$1,247.50**.
2. The Tenant must pay to the Landlord the amount of **\$1,000.00** by no later than July 30, 2020.
3. The Tenant must pay to the Landlord the amount of **\$2,752.50** by no later than October 3, 2020.
4. No further Applications can be made against either party.

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. This agreement is fully binding on the parties and is in full and final satisfaction of these disputes.

The Landlord is granted a conditional Monetary Order in the amount of **\$3,752.50**. This Order is enforceable only if the Tenant fails to comply with the payment requirements set forth in the settlement above. In addition, only the respective amount of this Order is enforceable, contingent on if conditions two and/or three are not satisfactorily complied with.

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 the parties understood the binding nature of this full and final settlement of these matters. The parties agreed that this settlement prevents them from filing any future Applications against the other party with respect to this tenancy.

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 Landlord with a conditional Monetary Order in the amount of **\$3,752.50** 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: June 29, 2020

Residential Tenancy Branch