



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ONNI PROPERTY MANAGEMENT SERVICES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

On September 14, 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*”), seeking to apply the security deposit towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

B.B. and J.S. attended the hearing as agents for the Landlord. Tenant M.B. attended the hearing as well, with Bo.B. attending as an advocate for him. All parties in attendance provided a solemn affirmation.

B.B. advised that the Notice of Hearing package and some evidence was only served to M.B. by registered mail on September 21, 2020. Bo.B. confirmed that M.B. received this package from the Landlord. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that M.B. received the Notice of Hearing package and some evidence. As the Landlord only served M.B. a Notice of Hearing package and did not serve the other Tenant on the Application a copy of this package in accordance with Rule 3.1 of the Rules of Procedure, the other Tenant has been removed, as a Respondent to this Application, from the Style of Cause on the first page of this Decision.

B.B. advised that each Tenant was served an evidence package by registered mail on December 15, 2020 and Bo.B. confirmed that they received these packages on December 28, 2020. As well, he stated that this evidence was reviewed and that they were prepared to respond to it. In accordance with Section 90 of the *Act*, this evidence was deemed to have been received on December 20, 2020. As this evidence was served in accordance with the timeframe requirements of Rule 3.14 of the Rules of Procedure, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

Bo.B. advised that M.B. did not submit any evidence for consideration on this file.

All parties acknowledged the evidence submitted and 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 Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit towards this debt?
- 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 August 1, 2019 for a fixed length of time of two years, ending on July 31, 2021. However, the Tenancy ended when the Tenants gave up vacant possession of the rental unit on August 31, 2020. Rent was established at an amount of \$1,650.00 per month and was due on the first day of each month. A security deposit of \$825.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

Settlement Agreement

The possibility of a settlement was raised, 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 is permitted to keep the security deposit in the amount of \$825.00.
2. The Landlord is granted a conditional Monetary Order in the amount of **\$1,183.00**.

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 matters.

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 above, I provide the Landlord with a conditional Monetary Order in the amount of **\$1,183.00** 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. Only the amount remaining unpaid will be enforceable on the Tenant.

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 4, 2021

Residential Tenancy Branch