



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Beach Bound Swimwear  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on November 02, 2020 (the "Application"). The Landlords applied as follows:

- For compensation for damage;
- To recover unpaid rent;
- To keep the security deposit; and
- To recover the filing fee.

The Landlords appeared at the hearing. Legal Counsel for the Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The Landlords provided affirmed testimony.

The Landlords confirmed at the outset that they were seeking the following compensation outlined in an email submitted:

Lay-z-boy	\$1000
Leather white bar stool	\$150
Ikea Queen Bed Frame	\$193
Ikea Mattress	\$318
Leather White Chair	\$150
Mailbox Key	\$200
Wall Repair, Windowsill, Table, Dining Room, Chair, Pocket Door	\$425
Washing Machine	\$994
Linens	\$400
Fob	\$100

August Rent	\$2900
September Rent	\$3400
<b>TOTAL</b>	<b>\$10,230.00</b>

The Landlords submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlords' evidence.

Legal Counsel confirmed receipt of the hearing package. Legal Counsel advised that the Tenant did not receive the Landlords' evidence.

The Landlords testified that their evidence was served on the Tenant by email November 24, 2020. The Landlords had not submitted proof of service, as ordered in the substituted service decision dated November 19, 2020. I allowed the Landlords to upload proof of service during the hearing. The Landlords uploaded an email which related to service of the hearing package and not the evidence. I allowed the Landlords a further opportunity to upload proof of service of the evidence. The issue of service was put on hold while the Landlords uploaded the emails. During this time, the parties came to a settlement agreement and therefore the issue of service of evidence was not addressed further.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started October 01, 2018. The parties agreed the tenancy ended September 12, 2020.

During the hearing, I raised the issue of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "*Act*") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear and decide the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties agreed to discuss settlement. During the discussions, Legal Counsel was given an opportunity to call P.K. for the Tenant to discuss an offer made by the Landlords.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

### Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Landlords hold a \$1,700.00 security deposit for the Tenant. The Tenant agrees the Landlords can keep the \$1,700.00 security deposit.
2. The Tenant will pay the Landlords a further \$5,000.00 by June 01, 2021.
3. The Tenant can be served at the email address noted for P.K. on the front page of this decision.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlords are issued a Monetary Order in the amount of \$5,000.00. If the Tenant does not pay the Landlords in accordance with the above settlement agreement, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: March 02, 2021

---

Residential Tenancy Branch