



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WINTHROPE RENTALS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

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

- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenants' security and pet damage deposits, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant KN" did not attend this hearing, which lasted approximately 34 minutes. The landlord's agent ("landlord") and tenant SN ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed that he was the owner of the landlord company named in this application and that he had permission to speak on its behalf. The tenant confirmed that he had permission to represent tenant KN, who is his son, at this hearing (collectively "tenants").

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

During the hearing, both parties confirmed that they had a previous hearing at the Residential Tenancy Branch (“RTB”) in June 2020, where the landlord obtained an order from an Arbitrator to retain the tenants’ security and pet damage deposits. Both parties further confirmed that the previous hearing only dealt with unpaid rent until June 2020, not any rent after that date, that has been applied for by the landlord at this hearing. The file number for that hearing appears on the front page of this decision.

I notified both parties that I could not deal with the tenants’ security and pet damage deposits at this hearing, as it is *res judicata*, since it has already been decided at a previous RTB hearing. I informed both parties that the settlement agreement reached at this hearing deals with rent after June 2020, that was not decided at the previous RTB hearing. Both parties confirmed their understanding of same.

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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The tenants agreed to pay the landlord \$6,000.00 total, by way of e-transfer to the landlord’s email address confirmed by both parties during the hearing, according to the following payment plan:
 - a. The tenant will pay the landlord 12 total payments of \$250.00 each month beginning on May 15, 2021 and ending on April 15, 2022;
 - b. Tenant KN will pay the landlord 15 total payments of \$200.00 each month beginning on May 15, 2021 and ending on July 15, 2022;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord’s application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

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 both parties to comply with all of the above settlement terms.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$6,000.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$6,000.00 as per condition #1 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(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 landlord's application to retain the tenants' security and pet damage deposits is *res judicata*, as it has already been decided at a previous RTB hearing in June 2020.

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 06, 2021

Residential Tenancy Branch