



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, FFL

### Introduction

On September 30, 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 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This Application was originally set down for a hearing on January 21, 2021 at 1:30 PM. The Landlord attended the hearing and the Tenant attended the hearing as well, with B.P. attending as an advocate for the Tenant. This hearing was subsequently adjourned for reasons set forth in the Interim Decision dated January 22, 2021. This Application was then set down for a reconvened hearing on April 20, 2021 at 11:00 AM.

The Landlord attended the reconvened hearing and the Tenant attended the reconvened hearing as well, with B.P. also attending as an advocate for the Tenant. At the outset of both hearings, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, to please make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also advised that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms.

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 September 1, 2019 and ended when the Tenant gave up vacant possession of the rental unit on September 1, 2020. Rent was established at an amount of \$1,900.00 per month and it was due on the first day of each month. A security deposit of \$950.00 was also paid.

Both parties agreed that the Tenant gave the Landlord consent to retain the security deposit to satisfy any debts for damages to the rental unit. As well, they agreed that the Landlord hired a property management company to assist her in managing this property and that this company only returned to the Landlord \$520.00 of the total security deposit.

### 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 retain the entire security deposit.
2. As the Landlord only received \$520.00 of the security deposit from the property management company, the Tenant will pay the difference of **\$430.00** directly to the Landlord.
3. The Tenant will also pay **\$100.00** to the Landlord for the cost of the filing fee.
4. The total payment to the Landlord of **\$530.00** will be paid in two, equal installments, by direct deposit, on **May 31, 2021** and **June 30, 2021**.

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. This settlement concludes all matters and the parties are precluded from making any other Applications against the other party with respect to this tenancy.

As an aside, the property management company is responsible for paying the difference of the security deposit of \$430.00, that was not paid originally back to the Landlord, to the Tenant.

The Landlord will be granted a conditional Monetary Order in the amount of **\$530.00** in the event that the Tenant does not pay this amount in accordance with this settlement agreement.

### 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 **\$530.00** to serve and enforce upon the Tenant, if necessary. 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 unpaid will be enforceable.

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 21, 2021

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Residential Tenancy Branch