



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Barak Enterprises Ltd and
[tenant name ppressed to protect privacy]

DECISION

Dispute Codes For the landlord: MNDCL-S, FFL
For the tenant: MNDCT, MNSD, FFT

Introduction

This hearing dealt with a cross application. The landlord's application pursuant to the Residential Tenancy Act (the Act) is for:

- an authorization to retain the tenant's security and pet damage deposits (the deposits), under Section 38;
- a monetary order for compensation for damage and loss under the Act, the Regulation or tenancy agreement, pursuant to section 67; and
- an authorization to recover the filing fee for this application, under section 72.

The tenant's application pursuant to the Act is for:

- a monetary order for compensation for damage and loss under the Act, the Regulation or tenancy agreement, pursuant to section 67;
- an order for the landlord to return the deposits, pursuant to section 38; and
- an authorization to recover the filing fee for this application, under section 72.

The tenant and the landlords attended the hearing. Landlord Barak Enterprises Ltd. was represented by DL and Royal LePage Commercial was represented by AT. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Preliminary Issue – Named Landlords

At the outset of the hearing both parties agreed the only landlord is Barak Enterprises Ltd.

Pursuant to section 64(3)(a) of the Act, I have amended the tenant's application to exclude Royal Lepage Commercial and corrected the spelling of Barak Enterprises Ltd.

Settlement

Pursuant to section 63 of the Act, an 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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues between them relating to the tenancy:

- The landlord will pay the tenant the amount of \$3,300.00 on or before July 03, 2021 by electronic transfer to the email address on the cover page of this decision.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I grant the tenant a monetary order in the amount of \$3,300.00. The monetary order may be served if the landlord defaults the payment. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) to be 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, 2021

Residential Tenancy Branch