



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NAI Commercial Okanagan Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL - S , FFL

Introduction

This hearing was scheduled to deal with a landlord's application for compensation for the cost to re-rent the rental unit; and, authorization to make deductions from the security deposit.

The landlord's agent, one of the co-tenants, and a representative for the other co-tenant appeared for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding.

The address of the rental unit was amended, with consent of both parties, to reflect the correct address of the rental unit.

I confirmed the landlord's evidence was sent to the tenants via registered mail and the tenants were prepared to respond to the claims against them. Accordingly, the landlord's evidence was admitted for consideration. I heard the tenant's evidence was not served upon the landlord. The tenant's evidence was read into evidence during the hearing.

The hearing process was explained to the parties and the parties were permitted the opportunity to ask questions about the process.

After both parties had an opportunity to be heard, I was able to facilitate a settlement agreement between the parties. I have recorded their settlement agreement by way of this decision and the Monetary Order that accompanies it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

The parties were in agreement that the landlord had collected a security deposit of \$1000.00 and a pet damage deposit of \$250.00. The parties were also in agreement that the landlord has already refunded \$415.00 of the tenant's deposits to them and retained the balance (\$835.00) pending the outcome of this proceeding.

During the hearing, the parties agreed to the following terms in full and final settlement of any and all claims the parties may have against each other with respect to this tenancy:

1. The landlord is authorized to withhold \$400.00 of the tenant's security deposit.
2. The landlord shall refund to the tenant the remaining balance of the deposits in the amount of \$435.00.
3. The parties agree not to make any other claim against the other party.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the settlement, I authorize the landlord to retain \$400.00 of the tenant's deposits and I provide the tenants with a Monetary Order for the remainder of the deposits, in the amount of \$435.00, to the landlord refunds the balance of the deposits to the tenants.

For added certainty, the parties reached a full and final settlement agreement during the hearing, and as such, neither party may make any other claim against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement that I have recorded by way of this decision. In recognition of the settlement agreement, the landlord is authorized to retain \$400.00 of the tenant's security deposit and shall refund the remaining balance of deposit in the amount of \$435.00 to the tenants. The tenants are provided a Monetary Order in the amount of \$435.00 to ensure payment is made, as agreed and ordered.

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: July 13, 2021

Residential Tenancy Branch