



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NAROD PROPERTIES CORP and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

On June 13, 2021, 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*.

Both the Landlord and the Tenant attended the hearing. At the outset of the hearing, I explained to the parties that as this hearing was a teleconference, 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. As well, all parties provided a solemn affirmation.

The Tenant advised that her legal last name had been changed and that the last name noted originally as the Respondent’s was now different. However, as the Landlord was not aware of this change, and as the name he used for the Respondent on the Application matched the name provided on the tenancy agreement, he elected not to have the Respondent’s last name amended.

All parties confirmed service of the Notice of Hearing package. As well, 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 March 1, 2019 and the tenancy ended when the Tenant gave up vacant possession of the rental unit on May 31, 2021. Rent was established at an amount of \$1,350.00 per month and it was due on the first day of each month. A security deposit of \$675.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Both parties made submissions on the issues, but then turned their minds to settlement discussions.

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 may deduct the amount of **\$231.00** from the security deposit for cleaning.
2. The Landlord may deduct the amount of **\$100.00** from the security deposit for recovery of the filing fee.

3. The Landlord must return the balance of the security deposit, in the amount of **\$344.00**, to the Tenant.

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.

The Tenant will be granted a conditional Monetary Order in the amount of **\$344.00** in the event that the Landlord 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 Tenant with a conditional Monetary Order in the amount of **\$344.00** to serve and enforce upon the Landlord, if necessary. Should the Landlord 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: October 26, 2021

Residential Tenancy Branch