



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homefield Properties Ltd. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes **MNDL-S, MNRL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

TF attended as agent for the landlord ("the landlord"). The tenants attended. All parties attended the hearing and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

At the start of the hearing, I informed the parties that recording of the hearing is prohibited under the Rules of Procedure. Each person in attendance testified they were not recording the hearing.

Each party confirmed the address to which the Decision would be sent.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

- 1) The parties acknowledged that the landlord is authorized to retain the security deposit of \$300.00;
- 2) In addition, the tenants agreed to pay the sum of \$1,500.00 to the landlord by 1:00 PM on October 31, 2021;
- 3) These payments are made in full and final satisfaction of the landlord's application.

This settlement was fully discussed by the parties. Each party stated they understood and agreed with the terms.

In accordance with the settlement, I issue a Monetary Order to the landlord in the amount of \$1,500.00. Any payment is to be deducted from the amount owing under the Monetary Order.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

In accordance with the settlement, I issue a Monetary Order to the landlord in the amount of \$1,500.00. Should the tenants fail to comply with this Order and Settlement, the Order may be filed and enforced as Order of the Courts of British Columbia.

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 25, 2021

Residential Tenancy Branch