



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNRL-S, FFL**

### Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67; and
- Recovery of the filing fee from the opposing party.

The landlord was represented at the hearing by an agent, PL ("landlord") and both of the tenants attended the hearing. As all parties were present, service of documents was confirmed. The tenants acknowledged service of the landlord's Application for Dispute Resolution Proceedings Package and the landlord acknowledged service of the tenant's evidence. Neither party raised any issues with timely service of documents.

### Preliminary Issue

The landlord's agent advised me that the owner of the rental unit is the individual listed on the tenancy agreement, not the property management company named on the Application for Dispute Resolution Proceedings Package. The landlord's agent asked that the application be amended to reflect the landlord's proper name as the individual instead of the property management company. The tenant agreed that the landlord's name should be amended. The landlord's name was amended to reflect the name as shown on the cover page of this decision pursuant to section 64(3) of the Act.

### Background and Evidence

The landlord testified that at the end of the tenancy, the tenants agreed that their security deposit in the amount of \$2,750.00 could be retained by the landlord in partial

satisfaction of outstanding arrears. At the hearing, the tenants advised me that this was agreed to by them.

The landlord stated that the arrears of rent are \$40,500.00 and that their monetary claim was reduced to \$35,000.00 to keep it within the jurisdiction of the Residential Tenancy Branch. The landlord's agent advised me that the landlord waives the amount in excess of \$35,000.00.

The tenants acknowledged that the landlord's spreadsheet showing the amounts owed is accurate.

#### Settlement Reached

Pursuant to section 63 of the *Act*, the 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, 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 currently under dispute at this time:

**The landlord is entitled to a monetary order against both tenants in the amount of \$35,000.00.**

The landlord and both the tenants testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The landlord and both of the tenants testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

As the filing fee would make the landlord's monetary award greater than the monetary limit for claims under the [Small Claims Act](#), the filing fee will not be awarded.

#### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$35,000.00.

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: November 15, 2021