



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURION PROPERTY ASSOCIATES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

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

- a monetary order of \$398.00 for damage to the rental unit, pursuant to section 67;
- authorization to retain a portion of the tenant's security deposit of \$575.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's agent, the landlord's lawyer, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing began at 1:30 p.m. The landlord's agent called in at 1:34 p.m., stating that he had technical difficulties. This hearing ended at 1:49 p.m. This hearing lasted approximately 19 minutes.

Two witnesses called in on behalf of the landlord and were excluded from the outset of the hearing. They did not return to testify, as both parties voluntarily settled this application between themselves.

The landlord's agent confirmed that he was the property manager for the landlord company ("landlord") named in this application and that he had permission to speak on its behalf. He stated that the landlord owns the rental unit. He said that the landlord's lawyer had permission to represent him and the landlord company at this hearing.

The landlord's agent confirmed his name, the rental unit address, and provided an email address for me to send a copy of this decision to the landlord after the hearing.

The tenant confirmed her name and provided an email address for me to send a copy of this decision to her after the hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord's agent, the landlord's lawyer, and the tenant all separately affirmed that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant confirmed that she did not submit any documentary or digital evidence for this hearing.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the landlord will retain \$498.00 total, which includes the \$100.00 filing fee paid for this application, from the tenant's security deposit of \$575.00;

2. The landlord agreed to return \$77.00 from the tenant's security deposit of \$575.00 to the tenant by December 17, 2021, by way of e-transfer to the tenant's email address, that was confirmed by both parties during this hearing;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 19-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The landlord's agent confirmed that he had permission to make this agreement on behalf of the landlord. He stated that he was making this agreement after discussion, assistance, and consultation with the landlord's lawyer.

Conclusion

I order both parties to comply with all of the above settlement terms.

I order the landlord to retain \$498.00 from the tenant's security deposit of \$575.00.

In order to implement the above settlement reached between the parties, and as discussed with both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$77.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$77.00 as per condition #2 of the above agreement. The landlord must be served with a copy of this Order. 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.

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: December 09, 2021

Residential Tenancy Branch