



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

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

- a monetary order of \$1,405.00 for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit of \$702.50, 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 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 lasted approximately 21 minutes.

The landlord's agent confirmed her name and spelling. She stated that the landlord company ("landlord") owns the rental unit. She confirmed the rental unit address. She said that she had permission to represent the landlord at this hearing. She provided an email address for me to send this decision to the landlord after the hearing.

The tenant confirmed his name and spelling. He provided an email address for me to send this decision to him 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 and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. 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 and the landlord's agent confirmed receipt of the tenant's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and the landlord was duly served with the tenant's evidence.

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 the tenant's entire security deposit of \$702.50;
2. The tenant agreed to pay the landlord \$350.00 total, according to the following terms:
 - a. \$116.67 will be paid by February 1, 2022;
 - b. \$116.67 will be paid by March 1, 2022;
 - c. \$116.66 will be paid by April 1, 2022;
 - d. Payments will be made by cheques and mailed to the landlord's address in Ontario, as confirmed by both parties during this hearing;
 - e. All cheques will contain the rental unit address on them;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. 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;

5. 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 21-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

Conclusion

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

I order the landlord to retain the tenant's entire security deposit of \$702.50.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary Order in the landlord's favour in the amount of \$350.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$350.00 as per condition #2 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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: January 04, 2022

Residential Tenancy Branch