



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

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

- a monetary order of \$12,736.49 for damage to the rental unit and for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit of \$850.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The two landlords ("landlord KH" and "landlord SH"), "landlord BG," the male tenant ("tenant"), and the tenants' lawyer 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 51 minutes.

Landlord KH, landlord SH, and landlord BG all confirmed their names and spelling. Landlord SH and landlord BG confirmed that they are co-owners of the rental unit. They stated that they had permission to represent the third co-owner of the rental unit, who did not attend this hearing. They claimed that landlord KH had permission to represent them at this hearing, as an agent. Landlord KH confirmed the rental unit address and provided an email address for me to send this decision to the landlords after the hearing.

The tenant confirmed the names and spelling for him and the “female tenant,” who did not attend this hearing. He stated that he had permission to represent the female tenant at this hearing. He claimed that his lawyer had permission to represent both tenants at this hearing. He agreed that this decision could be sent to both tenants by way of email to his lawyer. The tenants’ lawyer provided his name, spelling, and email address.

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*. All participants 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, which I answered. 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 tenants’ lawyer confirmed receipt of the landlords’ application for dispute resolution hearing package and landlord KH confirmed receipt of the tenants’ evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were duly served with the landlords’ application and the landlords were duly served with the tenants’ evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords’ application to add the name of landlord SH, who confirmed that she is a co-owner of the rental unit and named as the landlord on the parties’ written tenancy agreement, that was provided for this hearing. I also amend the landlords’ application to correct the spelling of the tenant’s middle name. Both parties consented to these amendments during 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 landlords will retain the tenants' entire security deposit of \$850.00;
2. The tenants agreed to pay the landlords \$1,000.00 total, by way of a certified cheque, that will be mailed out by January 14, 2022, to the rental unit address, as confirmed by both parties during this hearing;
3. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their 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 lengthy 51-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The landlords were given additional time to discuss the settlement terms with each other privately. The tenant was given additional time to discuss the settlement terms with his lawyer privately.

Conclusion

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

I order the landlords to retain the tenants' entire security deposit of \$850.00.

The landlords 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 landlords' favour in the amount of \$1,000.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlords \$1,000.00 as per condition #2 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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 07, 2022

Residential Tenancy Branch