



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 for \$9,204.00 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 \$1,287.50, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The "male tenant" did not attend this hearing, which lasted approximately 39 minutes. The two landlords, male landlord ("landlord") and "female landlord," and the female tenant ("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.

The two landlords confirmed their names and spelling. The landlord confirmed that both landlords own the rental unit. He confirmed the rental unit address. He provided an email address for me to send this decision to both landlords after the hearing.

The tenant confirmed her name and spelling. She provided an email address for me to send this decision to both tenants after the hearing. She stated that she spoke to the male tenant prior to this hearing. She confirmed that she had permission to represent the male tenant at this hearing (collectively "tenants").

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 two landlords and the tenant all 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 tenant confirmed receipt of the landlords’ application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlords’ application.

The tenant confirmed that she did not submit any evidence for this hearing. She stated that she submitted evidence related to her previous RTB direct request application for the return of her security deposit, which was dismissed with leave to reapply. She confirmed that she filed an ex-parte application against the landlord, which does not involve an oral participatory hearing. The landlord confirmed receipt of this previous RTB decision, dated August 12, 2021. The file number for that hearing appears on the front page of this decision.

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 \$1,287.50;

2. The tenants agreed to pay the landlords \$212.50 total, by February 28, 2022, by way of e-transfer to the landlord's email address, 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 39-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The tenant confirmed that she had permission to make this agreement on behalf of the male tenant. She confirmed that she understood that both tenants are jointly and severally liable for the terms of the above settlement.

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 \$1,287.50.

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 \$212.50. 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 landlord \$212.50 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.

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

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: February 01, 2022

Residential Tenancy Branch