



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1185222 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

On November 15, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Y.W. attended the hearing as an agent for the Landlord. Tenant N.M. attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents and evidence was discussed and accepted.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit and pet damage deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on May 1, 2019, that rent was established at \$2,300.00 per month, and that it was due on the first day of each month. A security deposit of \$1,150.00 and a pet damage deposit of \$1,150.00 were also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Prior to submissions being made by both parties with respect to the claims in this Application, the parties turned their minds to a settlement.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties, and they agreed as follows:

1. The Landlord will keep Tenants' security deposit of **\$1,150.00** and pet damage deposit of **\$1,150.00**.
2. In addition, the Tenants must pay to the Landlord the amount of **\$6,000.00**.
3. This amount must be paid in the following installments:
 - a. **\$2,000.00** on July 1, 2022.
 - b. **\$500.00** on August 1, 2022.
 - c. **\$500.00** on September 1, 2022.
 - d. **\$500.00** on October 1, 2022.
 - e. **\$500.00** on November 1, 2022.
 - f. **\$500.00** on December 1, 2022.
 - g. **\$500.00** on January 1, 2023.
 - h. **\$500.00** on February 1, 2023.
 - i. **\$500.00** on March 1, 2023.
4. If any of these payment conditions are breached, the Landlord is provided with a conditional Monetary Order in the amount of **\$6,000.00**. Should the Tenants pay a portion of the arrears, only the amount outstanding will be enforceable.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is provided with a conditional Monetary Order in the amount of **\$6,000.00** to serve and enforce upon the Tenants, if necessary, if any of the conditions of this settlement agreement are breached. The Order must be served on the Tenants by the Landlord. Should the Tenants 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: June 17, 2022

Residential Tenancy Branch