



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REAL PROPERTY MANAGEMENT
EXECUTIVES 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 \$5,892.95 for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenants' entire security deposit of \$2,250.00 and entire pet damage deposit of \$2,250.00, totalling \$4,500.00 (collectively "deposits"), pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

"Tenant LR" did not attend this hearing, which lasted approximately 11 minutes. The landlord's agent and tenant RR ("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 landlord's agent and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to both parties after the hearing.

The landlord's agent stated that he is a licensed property manager for the landlord company ("landlord") named in this application. He confirmed that the landlord is the authorized agent for the owner of the rental unit. He said that he had permission to represent the landlord and the owner at this hearing. He provided the rental unit address.

The tenant confirmed that he had permission to represent tenant LR at this hearing (collectively “tenants”).

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, 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 to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests.

The tenant confirmed receipt of the landlord’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both tenants were duly served with the landlord’s application.

At the outset of this hearing, both parties confirmed that they settled this application prior to this hearing, and they wanted me to record the settlement terms in this decision.

Settlement Terms

Pursuant to section 63 of the *Act*, 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 is entitled to retain the tenants’ entire security and pet damage deposits, totalling \$4,500.00;
2. The landlord agreed that it will not initiate any future claims or applications against the tenants, regarding its monetary claim for \$1,392.95;
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 its 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 at the hearing 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 hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The landlord's agent affirmed that he had permission to make this agreement on behalf of the landlord and the owner. The tenant affirmed that he had permission to make this agreement on behalf of tenant LR.

Conclusion

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

I order the landlord to retain the tenants' entire security and pet damage deposits, totalling \$4,500.00.

The landlord 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: June 14, 2022

Residential Tenancy Branch