



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Exclusive Property Rentals
and [tenant name suppressed to protect privacy]

FINAL DECISION for LANDLORD'S APPLICATION

Dispute Codes MNRL-S, MNDCL-S

Introduction

This decision pertains to the landlord's application for a Monetary Order for unpaid and/or loss of rent and authorization to retain the tenants' security deposit.

Both the landlord's agent and the tenant attended the hearing. The tenant was also represented by legal counsel. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The proceeding was held over three dates and two Interim Decisions were issued. The Interim Decisions should be read in conjunction with this final decision.

At the last hearing session of October 4, 2022 the parties finished presenting their respective arguments and evidence to me; however, they also expressed a willingness to resolve the matter by way of a settlement agreement. I tried to facilitate a final agreement during the time remaining in the hearing; however, the landlord's agent indicated he required the consent of the property owner which he could not obtain at the time of the scheduled hearing. The parties requested more time to explore settlement further and indicated they would be satisfied if they were given more time to explore the option by communicating between themselves. I set a deadline of October 14, 2022 to provide me with a duly executed settlement agreement with the understanding that if such an agreement was received I would make my decision in keeping with the settlement agreement and if a settlement agreement was not provided on or before October 14, 2022 that I would proceed to make my decision.

On October 14, 2022 I was provided with a copy of a settlement agreement that was executed by the tenants and the landlord's agent in the presence of witnesses. I issue this decision and the Monetary Order that accompanies it in keeping with the parties' settlement agreement.

Issue(s) to be Decided

1. What are the terms of settlement?
2. Disposition of the security deposit.

Background and Evidence

The landlord had made an application for a Monetary Order for unpaid and/or loss of rent; and, authorization to retain the tenants' \$14,750.00 security deposit.

The parties reached a full and final settlement agreement as evidenced by a document executed by the tenants and the landlord's agent on October 14, 2022.

I do not reproduce the entire settlement agreement here but, in summary, it is consistent with the agreement representing a full and final settlement agreement releasing both parties from any further liability, for payment of \$2500.00 from the landlord to the tenants, and that the payment does not amount to any admission of wrongdoing.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted the settlement agreement reached between the parties, as reflected in the dated executed by the parties on October 14, 2022, that has been provided to me and I make the terms of the agreement an order of mine to be binding upon both parties.

In keeping with the settlement agreement of October 14, 2022, I order the landlord to pay the tenants \$2500.00 and I authorize the landlord to retain the balance of the tenants' security deposit. With the tenants' copy of this decision, I provide the tenants a Monetary Order in the amount of \$2500.00 to ensure payment is made.

Neither party may make another Application for Dispute Resolution against the other party.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. In keeping with the settlement agreement, I provide the tenants with a Monetary Order in the amount of \$2500.00 and I authorize the landlord to retain the balance of the tenants' security deposit.

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: October 18, 2022

Residential Tenancy Branch