



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JKB VENTURES LTD.
WESTWYND REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL; MNSDB-DR, FFT

Introduction

This hearing dealt with the landlords' application, filed on August 31, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$7,002.90 for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security and pet damage deposits, totalling \$2,000.00 (collectively "deposits"), pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 62.

This hearing also dealt with the tenant's application, filed on September 30, 2022, pursuant to the *Act* for:

- authorization to obtain a return of the tenant's deposits of \$2,000.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 62.

The landlords' agent and the 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.

This hearing lasted approximately 45 minutes from 1:30 p.m. to 2:15 p.m.

Both parties confirmed their names and spelling. They both provided their email addresses for me to send copies of this decision to both parties after this hearing.

The landlords' agent confirmed that the landlord company JVL owns the rental unit. He said that the landlord company WR manages the rental unit for the owner. He stated that he is employed by landlord company WR as a property manager. He confirmed that he had permission to represent both landlords at this hearing. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties 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 affirmed that they were ready to proceed with this hearing and they wanted to settle both applications.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both parties were duly served with the other party's application.

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 this 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 \$1,500.00 from the tenant's deposits of \$2,000.00;

2. Both parties agreed that the landlords will return the remainder of the tenant's deposits of \$500.00 to the tenant by May 30, 2023, by way of e-transfer to the tenant's email address, which was confirmed by both parties during this hearing;
3. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for both applications;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications 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 45-minute hearing. Both parties were given an opportunity to discuss settlement privately during this hearing. Both parties were provided with ample time during this hearing, to ask questions, think about, review, negotiate, discuss, and decide about the above settlement terms.

Conclusion

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

I order the landlords to retain \$1,500.00 from the tenant's deposits of \$2,000.00.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the tenant's favour in the amount of \$500.00. I deliver this order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$500.00 as per condition #2 of the above agreement. The landlord(s) must be served with a copy of this order. Should the landlord(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.

Both parties must bear their own costs for the \$100.00 filing fees paid for both applications.

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: May 25, 2023

Residential Tenancy Branch