



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with the landlords' application, filed on September 19, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$1,917.00 for damage to the rental unit, pursuant to section 67;
- authorization to retain a portion of the tenants' security deposit of \$1,500.00 and pet damage deposit of \$1,500.00, totalling \$3,000.00 (collectively "deposits"), pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The two landlords, landlord GK ("landlord") and "landlord JK," and the two tenants, tenant LS ("tenant") and "tenant JC," attended this 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 43 minutes from 1:30 p.m. to 2:13 p.m.

All hearing participants confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send copies of this decision to both parties after this hearing.

The landlord and the tenant identified themselves as the primary speakers for each party at this hearing. Landlord JK and tenant JC agreed to same.

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, all hearing participants 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 or represent them as their agent or advocate. 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.

Preliminary Issues – Service of Documents and Amendment

The tenant stated that the tenants did not receive the landlords' application for dispute resolution hearing package. He said that the landlords informed the tenants that they were filing an application, the tenants contacted the RTB and received the landlords' application information, and the tenants uploaded evidence to the online RTB dispute access site in response to the landlords' application. The tenant affirmed that the tenants wanted to proceed with this hearing and settle the landlords' application, even though the tenants did not receive a full copy of the landlords' application.

The landlord confirmed receipt of the tenants' evidence. In accordance with section 88 of the *Act*, I find that both landlords were duly served with the tenants' evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords' application to correct the spelling of the landlord's first name. The landlord consented to this amendment. The tenants did not object to same. I find no prejudice to either party in making this amendment. The tenant affirmed that his first and last name were correct in this application, and he did not want to amend same.

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 are entitled to retain \$1,083.00 total (\$600.00 for a cleaning fee and \$483.00 for unpaid utilities) from the tenants' deposits, totalling \$3,000.00;
2. Both parties agreed that the landlords will return \$1,917.00 total, from the remainder of the tenants' deposits, totalling \$3,000.00, to the tenants, by way of e-transfer to the tenant's email address, as 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 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 lengthy 43-minute hearing. Both parties were given additional time during this hearing to speak privately with each other. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

As both parties could not agree on a payment due date for condition #2 above, I imposed a date of July 31, 2023, as the landlords proposed it, but the tenants rejected it.

Conclusion

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

I order the landlords to retain \$1,083.00 from the tenants' deposits, totalling \$3,000.00.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the tenants' favour in the amount of \$1,917.00. I deliver this order to the tenant(s) in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant(s) \$1,917.00 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.

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 15, 2023

Residential Tenancy Branch