



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 landlord's application, filed on September 14, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$500.00 for damage to the rental unit, pursuant to section 67;
- authorization to retain a portion of the tenants' security deposit of \$1,190.00 total, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 62.

"Tenant AC" did not attend this hearing. The landlord, the landlord's agent, and tenant JY ("tenant") 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 46 minutes from 1:30 p.m. to 2:16 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 confirmed that she owns the rental unit. She provided the rental unit address. She said that her agent had permission to represent her. She claimed that her agent is also a co-owner of the rental unit. She identified her agent as her primary speaker.

The tenant confirmed that he had permission to represent tenant AC (collectively “tenants”). The tenant affirmed that he contacted tenant AC during this hearing and obtained this permission.

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. 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, they wanted to settle this application, and they did not want me to make a decision.

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.

The tenant confirmed that he did not provide any evidence for this hearing.

The landlord stated that she and her agent were calling from inside a Wendy’s restaurant, eating food, during this hearing. I asked if she and her agent could move to a quieter area, since I was having difficulty hearing them, and I could hear noise, people ordering food, and announcing of food orders, during this hearing. The landlord said that she and her agent relocated to a car during this hearing, in order to be in a quieter location.

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 landlord is entitled to retain \$200.00 from the tenants' security deposit of \$1,190.00 total, for the move-in fee;
2. Both parties agreed that the landlord is entitled to retain \$500.00 from the tenants' security deposit of \$1,190.00 total, for damages to the rental unit;
3. Both parties agreed that the landlord already returned \$490.00 total, which is \$245.00 to each tenant, from the remainder of the tenants' security deposit of \$1,190.00 total, by way of e-transfer, which was accepted and deposited by both tenants;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application and any issues arising out of this tenancy;
6. 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 46-minute hearing. Both parties were provided with ample and additional time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

The tenant was given additional time to contact tenant AC, during this hearing, to confirm his agreement to the above settlement terms.

Conclusion

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

I order the landlord to retain \$700.00 total, from the tenants' security deposit of \$1,190.00 total.

The landlord already returned \$490.00 total, which is \$245.00 to each tenant, from the remainder of the tenants' security deposit of \$1,190.00 total, by way of e-transfer, which was accepted and deposited by both tenants.

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 12, 2023

Residential Tenancy Branch