



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding BROADSTREET PROPERTIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction and Preliminary Matters

On October 19, 2022, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for double the security deposit and pet damage deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing. L.K. and T.T. attended the hearing as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package and documentary evidence was discussed, and there were no issues concerning service. As such, all parties’ evidence will be accepted and considered when rendering this Decision.

All parties agreed that the tenancy started on April 1, 2022, as a fixed-term tenancy of one year; however, the tenancy ended when the Tenant broke this fixed-term early and gave up vacant possession of the rental unit on or around September 28, 2022. As well, they agreed that rent was established at an amount of \$2,348.00 per month and that it was due on the first day of each month. A security deposit of \$1,174.00 and a pet

damage deposit of \$200.00 were also paid. A signed copy of the tenancy agreement was submitted as documentary evidence for consideration.

Additionally, all parties agreed that the Tenant provided his forwarding address on October 5, 2022, by email.

Given that the Tenant made this Application prematurely, this Application would have been dismissed with leave to re-apply. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord is permitted to keep **\$374.00** of the total deposits collected from the Tenant.
2. The Landlord must pay to the Tenant an amount of **\$1,000.00**, which represents the remaining balance of the deposits. A conditional Monetary Order will be awarded to the Tenant should the Landlord not pay this amount. Only the amount remaining unpaid by the Landlord will be enforceable.
3. The parties agreed that fulfilment of this condition would amount to full and complete satisfaction of this dispute. The parties are now precluded from filing any further Applications against the other with respect to this tenancy.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$1,000.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord 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 Order will only be enforceable in the amount that remains unpaid by the Landlord.

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: July 25, 2023

Residential Tenancy Branch