



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL; MNDCT, RR, RP, OLC, FFT

Introduction

This hearing dealt with the landlord's application, filed on August 16, 2023, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent of \$6,000.00, pursuant to section 67;
- authorization to retain the tenant's security deposit of \$1,600.00 and pet damage deposit of \$500.00, totalling \$2,100.00 (collectively "deposits"), pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 72.

This hearing also dealt with the tenant's application, filed on August 3, 2023, pursuant to the *Act* for:

- a monetary order of \$5,010.00 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order to allow the tenant to reduce rent of \$2,600.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 32;
- an order requiring the landlord to comply with the *Act*, *Regulation*, or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for her application, pursuant to section 72.

The landlord, the landlord's two agents, "landlord CC" and "landlord CFC," 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 22 minutes from 9:30 a.m. to 9:52 a.m. The tenant unexpectedly disconnected from this hearing from 9:34 a.m. to 9:35 a.m. I did not discuss any evidence in her absence.

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

The landlord confirmed that he owns the rental unit. He provided the rental unit address. He said that both of his agents had permission to represent him at this hearing.

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 that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. 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 the hearing and they wanted to settle both applications.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. Landlord CFC confirmed receipt of the tenant's evidence. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the landlord's application and the tenant was duly served with the landlord's evidence.

During this hearing, both parties confirmed that there is a "future hearing" at the RTB, scheduled for the tenant's application on October 31, 2023, at 11:00 a.m. The file number for that hearing appears on the front page of this decision. Both parties agreed to settle the tenant's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on October 1, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord is entitled to retain the tenant's entire security deposit of \$1,600.00 and entire pet damage deposit of \$500.00, totalling \$2,100.00;
3. The tenant agreed to pay the landlord \$2,000.00 by November 15, 2023, by way of e-transfer to landlord CFC's email address, which was confirmed by both parties during this hearing;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application;
6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application scheduled for a future RTB hearing on October 31, 2023 at 11:00 a.m., arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. The tenant agreed to bear the cost of the \$100.00 filing fee paid for her application;
 - b. Both parties confirmed that they would not be attending the future hearing which is cancelled by way of this settlement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 22-minute hearing. Both parties were provided with ample time during this hearing, to think about, review, discuss, negotiate, and decide about the above settlement terms.

Conclusion

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

I issue an Order of Possession effective at 1:00 p.m. on October 1, 2023, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour in the amount of \$2,000.00, against the tenant. I deliver this Order to the landlord for use **only** in the event that the tenant fails to pay the landlord \$2,000.00 as per condition #3 of the above agreement. The tenant must be served with this Order. Should the tenant 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.

I order the landlord to retain the tenant's entire security deposit of \$1,600.00 and entire pet damage deposit of \$500.00, totalling \$2,100.00.

Both parties must bear the cost of the \$100.00 filing fees paid for their applications.

The tenant's application, scheduled for a future RTB hearing on October 31, 2023 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing.

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: September 25, 2023

Residential Tenancy Branch