



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCL-S, FFL; MNSDS-DR, FFT

### Introduction

This hearing dealt with the landlord's application for dispute resolution, filed on October 14, 2023, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$3,570.00 for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*"), or tenancy agreement, under section 67 of the *Act*;
- authorization to retain the tenants' entire security deposit of \$1,250.00, under section 38 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for his application from the tenants, under section 72 of the *Act*.

This hearing also dealt with the tenants' application for dispute resolution, filed on October 19, 2023, under the *Act* for:

- a monetary order of \$1,167.00 for money owed or compensation for damage or loss under the *Act*, *Regulation*, or tenancy agreement, under section 67 of the *Act*;
- authorization to obtain a return of double the amount of the tenants' security deposit of \$1,250.00, totalling \$2,500.00, under section 38 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for their application from the landlord, under section 72 of the *Act*.

The landlord and the two tenants, "tenant CC" and tenant JS ("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 45 minutes from 1:30 p.m. to 2:15 p.m.

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

The landlord confirmed that he owns the rental unit. 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, all hearing participants separately affirmed that they would not record this hearing.

#### Preliminary Issues – Hearing and Settlement Options, Service of Documents, Amendment

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 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.

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.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord’s application to increase his monetary claim from \$1,250.00 to \$3,570.00. The tenants consented to this amendment. I amend the tenant’s application to add a monetary claim for a return of rent of \$1,167.00 and to increase their security deposit claim to include doubling of the deposit from \$1,250.00 to \$2,500.00. The landlord did not object to same. I find no prejudice to either party in making these amendments.

#### 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 landlord will retain the tenants' entire security deposit of \$1,250.00;
2. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
3. 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;
4. 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 45-minute hearing. Both parties had an opportunity to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The tenants were given ample and additional time during this hearing to discuss settlement privately with each other.

### Conclusion

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

I order the landlord to retain the tenants' entire security deposit of \$1,250.00.

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

Dated: March 07, 2024

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Residential Tenancy Branch