

DECISION

Introduction

This hearing dealt with the landlord's application for dispute resolution, filed on March 12, 2024, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$1,297.50 for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation*, or tenancy agreement, under section 67 of the *Act*;
- authorization to retain the tenants' entire security deposit of \$1,297.50, under section 38 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application from the tenants, under section 72 of the *Act*.

"Tenant RD" did not attend this hearing. The landlord's agent and tenant JP ("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 22 minutes from 1:30 p.m. to 1:52 p.m.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to them.

The landlord confirmed that he is the owner and broker of the landlord company ("landlord") named in this application. He said that the landlord is an agent for the owner of the rental unit. He stated that he had permission to represent the landlord and owner. He provided the rental unit address.

The tenant stated that he had permission to represent tenant RD, who he said is his partner (collectively "tenants")

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, both parties separately affirmed that they would not record this hearing.

Preliminary Issues – Hearing and Settlement Options, Service of Documents

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.

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 said that the tenants did not provide any written evidence for this hearing.

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 already returned the tenants' entire pet damage deposit of \$1,297.50 total, to the tenants, prior to this hearing;
2. Both parties agreed that the landlord will retain \$698.50 total from the tenants' security deposit of \$1,297.50 total;
3. Both parties agreed that the landlord will return the remainder of the tenants' security deposit of \$599.00 total, to the tenants, by April 15, 2024, by way of e-transfer to the tenant's email address, which was confirmed by both parties during this hearing;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application, including the \$100.00 application filing fee, 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 22-minute hearing. Both parties had an opportunity to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The landlord's agent affirmed that he had permission to make this agreement on behalf of the landlord and the owner of the rental unit. The tenant affirmed that he had permission to make this agreement on behalf of tenant RD.

Conclusion

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

I order the landlord to retain \$698.50 total from the tenants' security deposit.

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 \$599.00. I deliver this order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenants \$599.00 as per condition #3 of the above agreement. The tenants must be served with a copy of this order. Should the tenants 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 *Act*.

Dated: April 12, 2024

Residential Tenancy Branch