



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Laxton & Company Personal Law Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, loss of rent revenue, to retain the deposits paid and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

At the start of the hearing the landlord explained that the monetary claim was in relation to 1 year of rent owed. This was noted on page 2 of the application. Rent was \$5,500.00 per month; the claim was reduced to the maximum allowable.

The tenants confirmed they each received notice of the hearing and 37 plus 6 pages of evidence given to them in May, 2014. The Residential Tenancy Branch was given 8 pages of evidence, all of which related to service and application information. No evidence submission in support of the claim was supplied to the RTB.

The landlord said she was sure the evidence had been submitted via email. The landlord was told that email evidence submissions are not accepted. The landlord had submitted the application on-line, but that process does not allow evidence submissions. Evidence submissions may be made in person, by facsimile or mail.

In the absence of an evidence submission to the RTB, the hearing proceeded on the basis of oral testimony only. The tenants did not make any written submission.

Mutually Settled Agreement

The hearing proceeded for over 1.5 hours. During this time each party was given an opportunity to make submissions and to respond to the other. When provided with an opportunity to mutually settle the tenants spent a considerable amount of time discussing their options. At one point the tenants, who had called into the hearing on separate telephone lines, were given time to leave the hearing so they could have a private conversation in relation to a possible settled agreement.

After discussing the matter together, the male tenant returned to the conference call hearing. The tenant said that he felt the process was unfair and that since I was not providing them an indication of my decision, he felt he must reach an agreement with the landlord. I responded that if the tenant felt the process was unfair I would not accept a mutually settled agreement. I acknowledged that the tenants have found the process stressful and that they wish to end the process quickly. I again explained that I had up to thirty days in which to issue a decision but that I tend to issue my decisions more quickly than that. I also explained that I was not able to give an indication of my decision as I preferred to take time to consider the facts and to apply legislation and policy.

The tenant determined that he would like to reach a mutually settled agreement with the landlord. The agreement was made voluntarily, as follows:

- The landlord is entitled to compensation in the sum of \$13,750.00;
- The landlord will retain the pet and security deposits in the sum of \$2,750.00 each;
- The tenants will pay the landlord the balance in the sum of \$8,250.00;
- In support of the mutual agreement the landlord will be issued a monetary Order in the sum of \$8,250.00; that Order will not be enforceable once payment is made by the tenants; and
- That this mutually settled agreement settles all matters related to this tenancy and that neither party may proceed with any further claims against the other in relation to the tenancy that was to commence on February 1, 2014.

Therefore, in support of the mutually settled agreement I find and Order, pursuant to section 63(2) of the Act:

- That the landlord is entitled to retain the pet and security deposits;
- That the landlord is entitled to a monetary Order in the sum of \$8,250.00 which fully satisfies the landlord's claim; and
- That neither party may make any further application against the other in relation to the tenancy that was to commence on February 1, 2014.

Conclusion

The parties reached a mutually settled agreement as set out above. An Order was issued in support of the agreement.

This decision and mutually settled agreement is final and binding and 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 23, 2014

Residential Tenancy Branch

