



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHERLOCK ENT. LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL; DRI, MNDCT, OLC, FFT

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenants' application pursuant to the *Act* for:

- an order regarding a disputed additional rent increase, pursuant to section 43;
- a monetary order for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for their application, pursuant to section 72.

"Tenant CA" did not attend this hearing, which lasted approximately 42 minutes. The individual landlord OM ("landlord") and the two tenants, tenant TT ("tenant") and "tenant BA" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant confirmed that she had permission to represent tenant CA and tenant BA as an agent. Tenant BA did not testify at this hearing. The landlord was the authorized representative for the landlord company named in this application.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlords' application on May 7, 2019 at 1:30 p.m. The file number for that hearing appears on the front page of this decision. The tenant confirmed that she received the landlords' application for that matter. Both parties agreed to settle the landlord'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 an order. During the 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 the landlords will retain the tenants' entire security deposit of \$600.00;
2. Both parties agreed to bear the cost of the \$100.00 filing fees paid for their applications;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application scheduled for a future hearing at 1:30 p.m. on May 7, 2019, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications at this hearing 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 Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

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 tenant confirmed that she had permission to make this agreement on behalf of tenant CA and tenant BA, as an agent.

Conclusion

I order the landlords to retain the tenants' entire security deposit of \$600.00.

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

The landlords' application, scheduled for a future hearing on May 7, 2019 at 1:30 p.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: April 09, 2019

Residential Tenancy Branch