



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL MNDCL OL FFL

Introduction

This hearing was scheduled to consider an application from the landlord pursuant to the *Residential Tenancy Act* (the “Act”). This hearing was convened after an adjournment resulting in an interim decision pertaining to service of documents.

The landlord applied for:

- A monetary order for damage pursuant to section 67 of the Act:
Landlord’s description: “I want compensation for damage caused by the tenant, their pets or guests to the unit, site or property”;
- A monetary order for compensation pursuant to section 67 of the Act:
Landlord’s description: “TENANT DID NOT FULFILL AGREEMENT OF JUNE 30. AS A RESULT LANDLORD UNABLE TO SECURE NEW TENANT FOR ONE (1) MONTH-AUGUST 19, 2020. \$1200.00 FOR 1/2 AUGUST, 2020 RENT.”;
- A monetary order for unpaid rent (OL) pursuant to section 67 of the Act:
Landlord’s description: “I WANT TO RECOVER THE MONEY FOR UNPAID RENT. NEW AMOUNT \$ 1200.00. BALANCE OF JULY, 2020 RENT - TENANT DID NOT GIVE NOTICE AT MAY 31, 2020.”;
- An order that the landlord retain the tenant’s security deposit pursuant to section 72(2) of the Act; AND
- An order that the tenant pay to the landlord the filing fee for this application pursuant to section 72(1) of the Act.

The tenant through his counsel verbally applied for:

- An order for return of the security deposit in an amount that is double the portion of the security deposit pursuant to section 38.1 of the Act.

All parties were represented at the hearing by counsel. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Service issues in this matter were addressed by a prior interim decision, those issues

were resolved pursuant to the interim decision and no issues remained at this hearing, such that service of documents was confirmed.

Settlement

After hearing the full matter in the context of a formal arbitration, the parties and their counsel were provided a without prejudice opportunity to settle their dispute with my assistance pursuant to section 63 of the Act.

The nature of the opportunity was fully explained to the parties. I clearly informed the parties, in plain language, that any discussion would have no bearing on an adjudicated decision and that the adjudicative portion and opportunity to present evidence was closed; I further informed the parties that I would not be considering any settlement discussions for the purposes of deciding the dispute.

Analysis

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 or an order. After the adjudicative portion of the hearing and with my neutral and non-evaluative assistance, 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:

1. The landlords shall retain the tenants' security deposit in full and final satisfaction of all matters as between the parties.
2. This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties.

The parties were given an opportunity to conference with their respective counsel privately. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this and all future disputes relating to the tenancy between these two parties. Further, counsel for the tenant further explained the terms of the agreement and the consequences of same to the tenant prior to soliciting his express verbal consent and understanding.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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: December 07, 2020

Residential Tenancy Branch