



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WAKESIAH APARTMENTS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

On February 14, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit and pet damage deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord and both Tenants attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Landlord advised that a Notice of Hearing package was served to each Tenant by registered mail on February 26, 2021, and the Tenants confirmed that they received these packages. Based on the undisputed, solemnly affirmed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were duly served the Notice of Hearing packages.

As well, she advised that her evidence was served to the Tenants by registered mail on June 19, 2021. The Tenants confirmed that they received this evidence, that they had reviewed it, and that they were prepared to respond to it despite this evidence being served late. While this evidence was not served to the Tenants in accordance with the timeframe requirements of Rule 3.14 of the Rules of Procedure, as the Tenants were prepared to respond to this evidence, I have accepted all of this evidence and will consider it when rendering this Decision.

The Tenants advised that they did not serve their evidence to the Landlord. As this evidence was not served to the Landlord in accordance with Rule 3.15 of the Rules of Procedure, I have excluded all of this evidence and will not consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit and pet damage deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on September 1, 2020 as a fixed term tenancy of one year; however, the tenancy ended when the Tenants gave up vacant possession of the rental unit on January 31, 2021. Rent was established at an amount of \$1,400.00 per month and it was due on the first day of each month. A security deposit of \$700.00 and a pet damage deposit of \$700.00 were also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

#### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that

the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord is entitled to retain the **\$700.00** security deposit.
2. The Landlord is entitled to retain the **\$700.00** pet damage deposit.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes. The parties also agreed that no further Applications could be made by either party with respect to this tenancy.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is entitled to retain the security deposit and pet damage deposit in full and final satisfaction 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: June 29, 2021

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Residential Tenancy Branch