



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PTR DEVELOPMENT HOLDINGS LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-S, MNRL-S, FFL

Introduction

On October 14, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security 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.

T.L. attended the hearing as an agent for the Landlord. The Tenant attended the hearing as well. 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. As well, all parties in attendance provided a solemn affirmation.

T.L. advised that the Notice of Hearing and evidence package was served to the Tenant by registered mail on October 22, 2021, and the Tenant confirmed receiving this package. Based on this undisputed testimony, I am satisfied that the Tenant was duly served the Landlord’s Notice of Hearing and evidence package. As such, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

The Tenant advised that he did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written 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 towards this debt?
- 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 March 1, 2019, that rent was established at \$1,625.00 per month, and that it was due on the first day of each month. As well, the Tenant gave up vacant possession of the rental unit on March 25, 2020. However, the tenancy officially ended on April 7, 2020, when the Tenant did not attend a move-out inspection coordinated by the Landlord via a Notice of Final Opportunity to Schedule a Condition Inspection. A security deposit of \$792.50 and a key fob deposit of \$75.00 were also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

All parties also agreed that the Tenant never provided the Landlord with a forwarding address in writing. As such, the Landlord was permitted to keep the security deposit pursuant to Section 39 of the *Act*.

Settlement Agreement

The parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

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 security deposit of \$792.50 and the key fob deposit of \$75.00 will be applied towards the Landlord's claims.
2. The parties agreed to split the \$100.00 filing fee.

3. As such, the Tenant must pay to Landlord the sum of **\$1,458.50**, which is calculated as the Landlord's total claim amount (\$2376.00) minus the security deposit (\$792.50), the key fob deposit (\$75.00), and half the filing fee (\$50.00).
4. 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.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is provided with a conditional Monetary Order in the amount of **\$1,458.50** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. Should the Tenant 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 *Residential Tenancy Act*.

Dated: June 3, 2022

Residential Tenancy Branch