



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL
 MNDCT, FFT
 MNSDS-DR, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Landlord (the Landlord's Application) under the *Residential Tenancy Act* (the Act) on July 25, 2022, seeking:

- Compensation for damage to the rental unit or property
- Compensation for monetary loss or other money owed; and
- Recovery of the filing fee.

This hearing also dealt with a Cross-Application for Dispute Resolution that was filed by the Tenants (the Tenant's Application) under the Act on August 17, 2022, seeking:

- The return of double the amount of their security deposit;
- Compensation for monetary loss or other money owed;
- Recovery of their filing fees.

The hearing was convened by telephone conference call at 1:30 pm on April 20, 2023, and was attended by the Tenants and the Landlord. All testimony provided was affirmed.

Preliminary Matters

The Landlord requested an adjournment stating that their medical conditions, specifically a dog attack from several months ago, have rendered them unable to proceed and submit documentary evidence for consideration, as they have not been in the right state of mind. No documentary evidence was submitted to corroborate these claims or establish that an adjournment is necessary. Further to this, the Tenants

declined to consent to an adjournment and wanted to proceed with the hearing as scheduled.

I have considered the statements of the parties and the criteria set out under rule 7.9 of the Rules of Procedure and I decline to grant the Landlord's adjournment request, as the Landlord submitted no documentary or other corroboratory evidence in support of their testimony that an adjournment is required for medical reasons, I am satisfied that the Landlord's need for an adjournment has arisen, at least in part, due to a lack of due diligence with regards to gathering and submitting documentary evidence, and I find that there would be significant prejudice to the Tenants in doing so as the Landlord has withheld the security deposit and the Tenants have already waited nearly 9 months for this hearing to take place. As a result, the hearing of all three Applications proceeded as scheduled.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Landlord may withdraw their Application and that they remain entitled to re-file their claims, should they wish to do so, except for the claim for recovery of the filing fee paid for this Application.
2. The parties agree that the Landlord owes the Tenants \$5,167.00 in settlement of their claims.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the mutual settlement agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenants a monetary order in the amount of **\$5,167.00**. Should the Landlord fail

to comply with the settlement agreement, this order may be served on the Landlord, filed in the Small Claims Court of British Columbia, 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 Act.

Dated: April 20, 2023

Residential Tenancy Branch