



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with the tenant's application, filed on July 27, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$1,075.00 for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenant's entire security deposit of \$1,075.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 62.

The landlord and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 39 minutes from 1:30 p.m. to 2:09 p.m. The landlord called in late at 1:31 p.m. I did not discuss any evidence in the absence of the landlord.

Both parties confirmed their names and spelling. Both parties provided their email addresses for me to send copies of this decision to both parties after the hearing.

The landlord confirmed that she owns the rental unit. She provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, both parties separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties affirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The tenant stated that he did not receive the landlord's application or evidence. He said that he did not submit any evidence for this hearing. He claimed that he found out about this hearing from an RTB email reminder sent directly to him.

Since both parties voluntarily settled this application, I do not find it necessary to make findings, regarding service of the landlord's application to the tenant.

The tenant confirmed that he wanted to proceed with this hearing and settle this application, despite the fact that he did not receive the landlord's application or evidence, or submit any tenant's evidence.

Throughout this hearing, I repeatedly cautioned the landlord about interrupting me and speaking at the same time as me. I repeatedly asked her to allow me to speak, in order to answer her questions and provide information.

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 orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the landlord is entitled to retain the tenant's entire security deposit of \$1,075.00;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;

3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 39-minute hearing. Both parties were provided with ample and additional time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

Conclusion

I order both parties to comply with all of the above settlement terms.

I order the landlord to retain the tenant's entire security deposit of \$1,075.00.

The landlord must bear the cost of the \$100.00 filing fee paid for 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: April 24, 2023

Residential Tenancy Branch