



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLED DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for authority to retain the tenants' security deposit and pet damage deposit, for a monetary order for unpaid rent and for recovery of the filing fee.

The parties appeared and testimony was submitted by the parties regarding their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

Issue(s) to be Decided

Are the landlords entitled to retain the security deposit and pet damage deposit of the tenants?

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The landlords and the tenant agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The landlords will retain the tenants' security deposit of \$450.00 and pet damage deposit of \$450.00 in satisfaction of their request for a monetary claim of \$2000.00 and for recovery of the filing fee;
2. The tenant agrees that the landlords may retain their security deposit of \$450.00 and their pet damage deposit of \$450.00;
3. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlords' application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The landlords will retain the tenants' security deposit of \$450.00 and the pet damage deposit of \$450.00 in satisfaction of the issues contained in their application for dispute resolution.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This settled agreement 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*.

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: September 21, 2012.

Residential Tenancy Branch