



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNSD
For the landlords: MND MNSD FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for a monetary order for the return of the security deposit and the pet damage deposit.

The landlords applied for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee.

The tenant and the landlords attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties confirmed that they were served with the evidence package from the other party and had the opportunity to review the evidence prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matter

The tenant was advised that the CD submitted in evidence, which the tenant stated contained photos, was unable to be viewed by the Arbitrator. The Arbitrator was unable to access photos, or other documents on the CD using the computer system at the Residential Tenancy Branch. Furthermore, the landlord indicated that he was also

unable to view anything on the CD. Therefore, the CD was excluded as evidence as the digital evidence was unable to be viewed by all the parties.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlords will pay the tenant **\$382.15** comprised of ½ of the security deposit and pet damage deposit with interest, on or before **December 31, 2012 by 4:00 p.m.**
2. The parties agree to withdraw their applications in full as part of this settlement agreement.
3. The landlords waive their claim towards recovery of the filing fee as part of this settlement agreement.
4. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$382.15**, which will be of no force or effect if the amount owing has been paid in accordance with #1 above.
5. This mutual settlement agreement represents a full and final settlement of all matters related to this tenancy.

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

Conclusion

I grant the tenant a monetary order in the amount of **\$382.15** which will be of no force or effect if the amount owing has been paid in accordance with #1 above.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: December 13, 2012

Residential Tenancy Branch