



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlords for a monetary order relating to damages to the rental unit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the pet damage or security deposit and to recover the filing fee from the tenant for the cost of this application.

One of the landlords appeared for the conference call hearing. The tenant also appeared for the hearing but was represented by an agent who also acted as a translator for the tenant.

No issues with regards to the service of documents under the *Residential Tenancy Act* were raised by any of the parties.

### Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy 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 or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties **agreed** to settle the dispute in full under the following terms:

1. The tenant agrees to the landlord making a deduction of \$463.00 from the tenant's security deposit.
2. The landlord currently holds the tenant's security deposit of \$575.00 and as a result, after making the deduction above, will return \$112.00 back to the tenant.

3. The tenant provided the landlord with a forwarding address during the hearing which was confirmed with the landlord and as a result, the landlord must return this amount to the tenant within 15 days of the date of this Decision.
4. If the landlord fails to return the above amount by this deadline, then the tenant is at liberty to make an application to claim this amount back and all of the provisions with regards to the return of the security deposit will still apply.

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 18, 2013

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Residential Tenancy Branch

