



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenant for a Monetary Order for the return of the pet damage and security deposit and for the landlord to comply with the Act, regulation or tenancy agreement.

The tenant and both landlords appeared for the hearing. No issues with regards to the service of documents and evidence under the Residential Tenancy Act (referred to as the Act) were raised by any of the parties during the hearing.

At the start of the hearing it was determined that the tenant had paid the landlords \$1,050.00 as a security deposit at the start of the tenancy in accordance with the Act. It was also determined that the tenant and the landlord had an agreement with a third party company which involved the exchange of monies which do not form part of this dispute. Both parties were informed to seek legal advice regarding this agreement.

The landlords had submitted a large evidence package which contained information about a monetary claim against the tenant for damages; however, the landlords failed to make an Application for Dispute Resolution to address these issues and therefore I was not legally bound to make a determination on the landlord's claim from evidence they had submitted in response to the Tenant's Application for Dispute Resolution. However, both parties indicated that they were willing to settle **all** of the matters falling under the Act regarding this tenancy.

Analysis & Conclusion

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 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.

Both parties **agreed** to settle the dispute in full as follows:

- The tenant consented to the landlords keeping all of her security deposit in the amount of \$1,050.00. This is in full satisfaction of all the issues associated with the tenancy by the tenant and the landlords.

This decision is final and binding on the parties 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: January 10, 2014

Residential Tenancy Branch

