



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORTHWEST ANIMAL SHELTER SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of the security deposit and to recover the filing fee for the cost of the application.

The Tenant appeared for the hearing and testified that she had served the Notice of Hearing documents, a copy of the application and documentary evidence to the Landlord by registered mail. The Tenant provided the Canada Post tracking number as evidence for this method of service.

The Landlord named on this Application, who is also the President of the company named on the Application, appeared for the hearing with the two Directors of the company; however, the Landlord named on this application (ST) led the testimony. ST confirmed that the Landlords had received the hearing documents and the Tenant's documentary evidence prior to the hearing.

As a result, I find that the Tenant served the hearing documents and evidence for this hearing in accordance with the Residential Tenancy (the “Act”) Act and the Rules of Procedure.

The Tenant applied for the return of the security deposit but indicated in the details section of the Application that the Landlords also owed her money for terminating the tenancy which was not done in accordance with the Act. The Landlords claimed during the hearing that it was the Tenant that owed them money for breaking the tenancy for a rental unit which was provided by the employer for the Tenant to occupy during the term of the employment. However, 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.

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.

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 \$450.00 in full satisfaction of the Tenant's Application and the Landlords' claims during the hearing.

This agreement is in fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy.

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: February 27, 2014

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Residential Tenancy Branch

