



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Marine View Manor
and [tenant suppressed to protect privacy]

FINAL DECISION

Dispute Codes:

MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at each hearing. At the start of the initial hearing and reconvened hearing I introduced myself and the participants. Both parties were affirmed at the initial hearing and reminded at the reconvened hearing that they continued to provide affirmed testimony.

The parties confirmed receipt of evidence ordered served and that they had ample time to consider the evidence submissions.

Mutually Settled Agreement

After approximately 50 minutes of testimony the parties reached a mutually settled agreement. The tenant and landlord were both given time to consider their options; some possible outcomes of the hearing were discussed. The parties were aware that a decision could be issued in favour of the landlord or the tenant.

The parties agreed the landlord is holding pet and security deposits in the sum of \$1,150.00.

The landlord agreed retain to one half of the pet and security deposits; \$575.00 in satisfaction of the claim.

The landlord and tenant agreed that the remaining \$575.00 of the deposits will be returned to the tenant.

Opportunity to settle dispute

63 (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

(2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, in support of the mutually settled agreement I find that the landlord is entitled to retain \$575.00 of the pet and security deposits paid. I Order the landlord to return, forthwith, the balance of the deposits, \$575.00, to the tenant.

In support of the mutually settled agreement I grant the tenant a monetary Order in the sum of \$575.00. This Order will not be enforceable once the landlord has returned \$575.00 to the tenant. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This final decision and mutually settled agreement is final and binding 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: June 18, 2014

Residential Tenancy Branch