



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants requested return of double the pet and security deposits paid and compensation for loss of heat.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

The parties confirmed receipt of evidence and the hearing package; with the exception of late evidence given by the tenants to the Residential Tenancy Branch on July 18, 2014. As that evidence was not given at least 5 days prior to the hearing it was set aside. The landlord received the original April 17, 2014 application and the June 13, 2014 amended application.

Mutually Settled Agreement

After hearing from both parties they were able to come to a mutually settled agreement. The parties have agreed:

- That the landlord will immediately return the pet and security deposits in the sum of \$625.00 to the service address indicated on the tenant's application for dispute resolution;

- That all other matters related to this tenancy are concluded; and
- That neither party will be entitled to make any further claim against the other in relation to this tenancy that commenced on September 15, 2014 and ended March 21, 2014 when the tenants gave the landlord the keys.

Section 63(2) of the Act provides:

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 and Order the landlord to, forthwith, return the pet and security deposit in the sum of \$625.00 to the tenants.

I Order that all matters related to this tenancy have now been settled and that no further claims made by either party will succeed.

Based on these determinations, in support of the mutually settled agreement, I grant the tenants a monetary Order in the sum of \$625.00. 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.

Conclusion

The parties reached a mutually settled agreement as set out above.

Orders have been issued in support of the mutually settled agreement.

All matters related to this tenancy have been settled; no further claims will succeed.

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: July 24, 2014

Residential Tenancy Branch