



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MND, 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 damage to the rental unit, to retain the pet and security deposits and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

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.

### Mutually Settled Agreement

After discussing service of evidence and the landlord setting out the details of the claim, the parties came to a mutually settled agreement.

The parties agreed to the following:

- The landlord is entitled to retain the security and pet deposits totaling \$800.00;
- That retention of the deposits settles all matters related to this tenancy; and
- That any further application submitted by either party will result in dismissal.

The legislation provides authority to settle matters, as set out in section 63 of the Act.

### ***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, pursuant to section 63(2) of the Act, in support of the mutually settled agreement I find that the landlord is entitled to retain the security and pet deposits totalling \$800.00 and that all matters related to this tenancy are now finalized. No further claims may be made by either party.

This 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: September 15, 2014

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Residential Tenancy Branch

