



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANDOLA VENTURES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on November 7, 2014. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with all parties present.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Tenants and the Landlord agreed that the Landlord would retain the Tenants' security deposit of \$600.00 and the Tenants' pet deposit of \$600.00.
2. As well the Tenants will pay the Landlord \$80.00 for overholding in the rental unit.
3. These agreements are full settlement of the Landlord's application.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Landlord is ordered to retain the Tenants' security and pet deposits.

The Tenant is ordered to pay the Landlord \$80.00.

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: March 11, 2015

Residential Tenancy Branch

