



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by telephone conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord on August 7, 2014. The Landlord applied for a Monetary Order for damage to the rental unit and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement. The Landlord also applied to keep the Tenants’ security deposit and to recover the filing fee for the cost of making the Application.

The Landlord, the property manager and the male Tenant appeared for the hearing. The Tenant confirmed receipt of the Landlord’s Application and the Landlord’s documentary and photographic evidence prior to the hearing. The Tenant also confirmed that they had not submitted any written evidence prior to this hearing.

At the onset of the hearing, the male Tenant explained that his first name on the Landlord’s Application and his wife’s name (the Co-Tenant) were mixed up on the Landlord’s Application. The Landlord acknowledged the error and consented to amending the names of the Tenants on her Application. Subsequently, the names have been amended on the Style of Cause appearing on the front page of this decision.

I invited the parties to provide me with some opening arguments and submissions in relation to the Landlord’s claim which I determined centered on damages to the rental unit. The parties spoke at length regarding the completion of the move in and move out Condition Inspection Report.

However, before I proceeded to hear the Landlord’s Application in detail, the parties were given an opportunity to settle this matter through mutual agreement. As a result, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the 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.

The Tenant agreed to allow the Landlord to retain \$400.00 of the Tenants' security deposit. The Landlord agreed to return to the Tenants forthwith the remaining balance of the security deposit in the amount of **\$500.00**. The parties confirmed their agreement to resolution in this manner during the hearing and also at the conclusion of the hearing.

The Tenants are issued with a Monetary Order in the amount of \$500.00. Copies of this order are attached to the Tenants' copy of this decision. If payment is not made by the Landlord forthwith, then this Order must be served on the Landlord and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned to retain evidence of any payments made and sent to the Tenants.

This settlement agreement is in **full and final satisfaction** of all of the issues associated with this tenancy. No further Applications are permitted and this file is now closed.

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 12, 2015

Residential Tenancy Branch

