



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

The Landlord appeared for the hearing and called two witnesses during the proceedings. The Tenant appeared for the hearing with her daughter who acted as her agent. All the participants provided affirmed testimony. The Tenant confirmed receipt of the Landlords’ Application by registered mail. The hearing process was explained to the parties and they had no questions of the proceedings. Both parties were given a full opportunity to present evidence which met the Rules of Procedure, make submissions to me, and cross examine the other party and the witnesses on the evidence provided.

Both parties presented their evidence and made submissions during the hearing. The parties agreed that the Tenants had paid a total of \$1,200.00 as a security and pet damage deposit at the start of the tenancy. At the conclusion of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement. The Tenant proposed that the Landlord keep their security and pet damage deposit in full satisfaction of the Landlord’s Application. The Landlord agreed to this proposal.

Settlement Agreement

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 that the Landlord can keep the Tenants' security and pet damage deposit in the amount of \$1,200.00 in full satisfaction and settlement of the Landlord's Application. This agreement is fully binding on the parties 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: May 25, 2015

Residential Tenancy Branch

