



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OKANAGAN STRATA MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF (Landlord's Application)
 MNSD, FF (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenant and the Landlord.

The Landlord applied for a Monetary Order for damage to the rental unit, for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), and to keep the Tenant's security and pet damage deposits. The Tenant applied for the return of the security and pet damage deposits. Both parties also applied for the recovery of their filing fee for the cost of making their Application.

Both owners and the property manager for the company named on the Application appeared for the hearing as did the Tenant. The parties were invited to make opening submissions and arguments regarding their Applications. After these were made, I provided the parties an opportunity to settle both Applications in full and final satisfaction by mutual agreement.

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 owners of the rental unit accepted the Tenant's offer to settle both Applications by keeping the Tenant's security deposit and returning the pet damage deposit. The parties agreed that the Landlord will retain \$550.00 of the Tenant's security deposit and return the remaining amount of \$550.00 for the pet damage deposit to be paid to the Tenant forthwith.

The Tenant is issued with a Monetary Order in the amount of \$550.00 which is enforceable in the Small Claims Court as an order of that court if the Landlord fails to make payment. The Landlord is cautioned to ensure that documentation is retained in relation to the payment made.

This agreement is fully binding on the parties and is in full satisfaction of both Applications. The parties confirmed their agreement to resolution in this manner both during and at the end of the hearing. These files are 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: July 22, 2015

Residential Tenancy Branch

