



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT (2001) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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 for: a Monetary Order for unpaid rent; money owned or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlord to keep the Tenants' security and pet damage deposits; and, to recover the filing fee from the Tenants.

An agent for the Landlord and one of the Tenants appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Application by registered mail. The Landlord provided the tenancy agreement for this tenancy into evidence prior to the hearing. However, the Tenant did not provide any documentary evidence prior to the hearing.

At the start of the hearing The Tenant explained that he had also made an Application several days prior to this hearing. The Tenant's Application was for the return of his security and pet damage deposit (the file number for which appears on the front page of this Decision) to be heard on October 6, 2015.

The Tenant requested that his Application be heard in this hearing. The Tenant was informed that his Application was not before me, likely because it could not be joined due to the short time limits involved. The Tenant confirmed that his Application only related to the return of his security and pet damage deposits and therefore, a determination of what was to happen to these deposits would be made pursuant to the Landlord's Application in this hearing in any case.

However, during the hearing, the Landlord's agent put forward a proposal to the Tenant to settle both Applications. The Tenant considered the Landlord's agent's proposal and agreed to accept a settlement agreement for both Applications.

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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The Tenant consented to the Landlord keeping the full amount of their security and pet damage deposit in the amount of \$2,100.00 which the Landlord currently holds. This is in full satisfaction of the Landlord's Application for this hearing and the Tenants' Application which was scheduled to be heard on October 6, 2015. The Landlord agreed to abandon his claim for the filing fee.

As both files were determined in this hearing through a settlement agreement, the Tenant consented to canceling his hearing scheduled on October 6, 2015. Therefore, there is no requirement for the parties to appear for that scheduled hearing which is hereby cancelled.

At the conclusion of the hearing, the parties confirmed their understanding and agreement to the above terms of resolution by mutual agreement and that it had been made voluntarily by the parties. Both 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 30, 2015

Residential Tenancy Branch