



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for a Monetary Order for: unpaid rent; damage to the rental unit; to keep the Tenants’ security deposit; and to recover the filing fee.

Both Landlords and the male Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlords’ Application by registered mail. The Landlords had provided late documentary evidence to the Residential Tenancy Branch on September 21, 2015. The Tenant confirmed that he had not received the Landlords’ documentary evidence. The Landlords testified that this was sent to the Tenants by registered mail and it had been signed and received by them according to the Canada Post website.

Before I was able to make a determination on whether I would be considering the Landlords’ documentary evidence, the Tenant consented to the use of this evidence in an effort to move the proceedings forward. Therefore, I continued the hearing and considered the Landlords’ documentary evidence during the hearing.

The parties agreed that this tenancy had ended on April 30, 2015 and that the Tenants had provided the Landlords with their forwarding address by email shortly at the start of May 2015. The Landlords made the Application on May 13, 2015. Therefore, I determined that the Landlords had made the Application to keep the Tenants’ security deposit within the 15 day time limit stipulated by Section 38(1) of the Act.

Both parties made a number of submissions and presented evidence during the hearing in relation to the Landlords’ monetary Application. However, during the latter part of the hearing, the male Landlord had to leave the conference call as he was a doctor and had to attend to patients. The female Landlord continued the hearing with the male Tenant.

At the conclusion of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement.

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 female Landlord and male Tenant discussed an offer of settlement. The female Landlord was allowed to take some time to discuss settlement with the male Landlord in between him seeing his patients. After this consultation, the parties decided to settle the matter in full and final satisfaction of the Landlords' Application.

The Tenant consented to the Landlord keeping the \$950.00 security deposit that was paid after the tenancy had commenced. In addition, the Tenant agreed to pay a balance of \$10.00 to the Landlords forthwith. The Landlords are issued with a Monetary Order for the outstanding amount of \$10.00. Copies of this order are attached with the Landlords' copy of this decision. **If** the Tenants fail to make voluntary payment, then a copy of the order must be served on the Tenants and may be then be filed in the Provincial Court (Small Claims) for enforcement as an order of that court.

The Tenants are cautioned to retain documentary evidence of payment in relation to this agreement. This agreement is fully binding on the parties and is in **full satisfaction** of the Landlords' Application. The parties confirmed their **voluntary** agreement to resolution in this manner both during and at the conclusion of the hearing. 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: September 29, 2015

Residential Tenancy Branch

