



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O (Landlord's Application)
 MNSD, MNDC, FF, OLC (Tenants' Application)

Introduction

These hearings took place in response to an Application for Dispute Resolution (the "Application") made by both the Landlord and the Tenants.

The Landlord applied for a Monetary Order for: unpaid rent and utilities; damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenants' security and pet damage deposits; to recover the filing fee; and for "Other" issues.

The Tenants applied for a Monetary Order for: the return of their security and pet damage deposits; money owed or compensation for damage or loss under the "Act", regulation or tenancy agreement; for the Landlord to comply with the Act; and to recover their filing fee.

Both parties appeared for the hearings. The original hearing was convened by conference call on July 23, 2015 by a different Arbitrator. At the start of the hearing the Arbitrator determined that there were issues with the service of documentary evidence between the parties. As a result, the Arbitrator adjourned the original hearing to allow service of evidence by the parties to each other. The Arbitrator did not hear any evidence relating to either Application. Therefore the Arbitrator for the original hearing was not seized with hearing the parties' claims.

As a result, this reconvened hearing took place with me. The parties provided affirmed testimony and confirmed receipt of each other's documentary evidence. However, the Landlord had submitted additional documentary and photographic evidence which was not permitted by the previous Arbitrator. In addition, the Landlord had provided a copy of this to the Tenants but not to the Residential Tenancy Branch. The Landlord had also amended her monetary claim to include accurate amounts for unpaid utilities as she had received up to date utility bills in the interim time period.

In relation to the above, pursuant to Section 64(3) (c) of the Act, I allowed the Landlord to increase her monetary claim as reflected by the accurate utilities bills the Landlord had provided to both the Tenants and to the file prior to this hearing. The Tenant had no dispute about this.

However, the Tenants did dispute the submission of additional documentary and photographic evidence by the Landlord. In this respect, as this evidence was not before me, I did not consider this evidence. However, I did not prevent the Landlord from referring this this evidence in oral testimony.

The hearing proceeded and the parties had no questions about the hearing process. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The parties took an equal amount of time presenting evidence and making submissions during the hearing. At the conclusion of the hearing I offered the parties an opportunity to settle both Applications in full and final satisfaction. The parties considered this offer, turned their minds to bringing finality to the issues, and decided to settle the matters by 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.

Both parties agreed to settle both Applications **in full and final satisfaction** of all the issues associated with this tenancy. The parties agreed that the Landlord will keep the Tenants' security deposit in the amount of \$725.00 to settle her Application in full.

The parties agreed that the Landlord will return the Tenants' pet damage deposit of \$725.00 to settle the Tenants' Application in full. This payment to the Tenants must be made by the Landlord by the end of October 2015.

The Tenants are issued with a Monetary Order in the amount of **\$725.00** which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are attached to the Tenants' copy of this Decision. The Landlord should retain documentary evidence of payment made to the Tenants in accordance with this agreement.

This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with this tenancy. Therefore, no further Applications are permitted.

The parties confirmed at the end of the hearing that they had entered into this settlement agreement voluntarily and understood the full nature of the settlement agreement and its meaning.

Conclusion

The Landlord and Tenants mutually agreed to settle both Applications in full. The Landlord will retain the Tenants' security deposit and will return the Tenants' pet damage deposit. 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: October 13, 2015

Residential Tenancy Branch

