



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ENGLISH BAY PROPERTY MANAGEMENT C/O DORSET REALTY
GROUP CANADA LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, MNR, OPB, OPN, FF (Landlord's Application)
 MNDC, MNSD, FF (Tenant's Application)

Introduction

This hearing convened as a result of cross applications. In the Landlords' Application for Dispute Resolution they requested an Order of Possession; a Monetary Order for unpaid rent, money owed or compensation for damage or loss under the *Residential Tenancy Act*, tenancy agreement or regulation; permission to retain the security deposit; and, to recover the filing fee. The Tenant sought a Monetary Order and return of her security deposit as well as recovery of the filing fee.

Both parties appeared at the hearing. The Tenant appeared on her own behalf and was accompanied by her friend, H.B.M. The Landlords were represented by their property manager, P.M. who confirmed the correct spelling of the corporate property manager, D.R.G.C. Ltd. Pursuant to section 64(3)(c) of the *Act*, I amend the Tenant's Application for Dispute Resolution to accurately name the corporate property manager as indicated by P.M.

P.M. also confirmed at the outset of the hearing that the Tenant had vacated the rental unit such that an Order of Possession was not required.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Settlement

At the conclusion of the hearing, the parties resolved all matters by mutual agreement. Pursuant to section 63 of the *Act*, I record their settlement in this my Decision. The terms of their settlement are as follows:

1. the Landlords may retain the Tenant's security deposit in the amount of \$525.00;
2. neither party shall recover the filing fee; and
3. all other claims between the parties are dismissed as if tried on their merits.

Conclusion

The parties resolved all matters by mutual agreement and agreed that the Landlords may retain the Tenant's \$525.00 security deposit.

I make no findings of fact or law on the merits of either parties' respective applications.

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: November 04, 2015

Residential Tenancy Branch

