



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW DECISION

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

Introduction

This review hearing was convened by way of a conference call hearing. On October 8, 2015 a conference call hearing was conducted by me 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; damage to the rental unit; to keep the Tenants' security deposit, and to recover the filing fee. The Tenants applied for: the return of their security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and for "Other" issues.

However, in the October 8, 2015 hearing, there was no appearance by the Tenants. Therefore, I considered the Landlord's undisputed evidence and rendered a decision on the same day. That decision dated October 8, 2015 provided the Landlord with permission to keep the Tenants' security deposit and a Monetary Order for the remaining balance of \$1,086.11. The Tenants' Application was dismissed.

However, the Tenants applied for a review of the decision on the basis they were unable to appear for the scheduled hearing on October 8, 2015 due to problems dialing into the conference call hearing. The Arbitrator who had conduct of the Tenants' review application granted it and determined that the original hearing should be reconvened.

The Tenants and the Landlord appeared for this reconvened hearing and provided affirmed testimony. I informed the parties that I would be hearing the evidence of both parties from the beginning as the Tenants were unable to appear for the original hearing. The parties confirmed receipt of each other's Application and documentary evidence and no issues were raised regarding the service of these documents. The hearing process was explained to the parties and they had no questions about the proceedings. 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 presented evidence and made submissions to me during the hearing. At the end of the hearing, I offered the parties an opportunity to settle their Applications by mutual agreement. The parties discussed the issues, turned their mind to compromise and achieved a resolution of the dispute.

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 their respective Applications **in full and final satisfaction** as follows:

- The Tenants agreed to the Landlord keeping their security deposit in the amount of \$500.00.
- The Tenants agreed to pay an additional amount of \$954.86 to the Landlord by the end of December 2015.
- The Landlord is issued with a Monetary Order for the amount of \$954.86 which is a precautionary measure to be used by the Landlord if the Tenants fail to make payment in accordance with this agreement.
- If the Tenants fail to make payment the Landlord may serve and enforce the order through the Small Claims Court as an order of that court.
- The Tenants are cautioned to ensure that documentation is retained in relation to the payment made.
- The parties agreed that the above terms of the agreement are in full and final satisfaction of both Applications. No further Applications are permitted.

This parties confirmed voluntary resolution in this manner both during and at the end of the hearing. Pursuant to Section 82(3), my previous Monetary Order and decision dated October 8, 2015 issued to the Landlord is now set aside and replaced with this decision and accompanying Monetary Order. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 23, 2015

Residential Tenancy Branch

