



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF
 MNSD OLC FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the Landlords and Tenant. The Landlords filed on July 13, 2015 to obtain a \$3,637.14 monetary order for damage to the unit, site or property; to keep the security and pet deposits; for money owed or compensation for damage or loss under the *Act*, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application. The Tenant filed on July 14, 2015 seeking to obtain a \$3,200.00 Monetary Order for the return of double her security and pet deposits; to order the Landlords to comply with the *Act*, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application.

The hearing was conducted via teleconference and was attended by both Landlords; the Tenant; and the Tenant's assistant. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Each person gave affirmed testimony that they served the Residential Tenancy Branch (RTB) with copies of the same documents they served each other. Each acknowledged receipt of evidence served by the other and no issues were raised regarding service or receipt of that evidence.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was that the parties entered into a written fixed term tenancy agreement that began on July 1, 2012 and switched to a month to month tenancy after June 30, 2013. Rent of \$1,600.00 was due on or before the first of each month. On May 27, 2012 the Tenant paid \$800.00 as the security deposit. The \$800.00 pet deposit was paid in two \$400.00 payments on July 1, 2012 and August 1, 2012. The parties mutually agreed to end the tenancy effective July 1, 2015.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

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 on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution;
- 2) The Landlords agreed to withdraw their application for Dispute Resolution;
- 3) The parties mutually agreed that the Landlords would keep the Tenant's \$800.00 security deposit and the \$800.00 pet deposit as full satisfaction of both applications;
- 4) Each person agreed that no further applications or claims would be brought against the other in relation to this tenancy; and
- 5) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fees.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*. The settlement agreement resulted in the Landlords keeping the security and pet deposits as full satisfaction of both 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: December 07, 2015

Residential Tenancy Branch

