



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW DECISION**

Dispute Codes      MND, MNSD, MNDC, FF (Landlords' Application)  
                                 MNDC, MNSD (Tenants' Application)

### Introduction

This review hearing was convened in response to an Application for Dispute Resolution (the "Application") made by the Tenant on September 18, 2014 and by the Landlords on September 15, 2014.

The Landlords applied for a Monetary Order for damage to the rental unit, for money owed or compensation for damage or loss under *the Residential Tenancy Act* (the "Act"), to keep the Tenants' security and pet damage deposit, and to recover the filing fee. The Tenants applied to the return of their security and pet damage deposits and for money owed or compensation for damage or loss under the Act.

The parties had undergone a series of hearings to hear their Applications with a different Arbitrator. During the final hearing with that Arbitrator, the Tenant did not appear for that hearing. The previous Arbitrator considered the remaining undisputed evidence of the Landlords and rendered a decision on August 17, 2015 giving permission for the Landlords to keep the Tenant's security deposit and a Monetary Order for the remaining balance of \$540.66.

However, the Tenant applied for a review of the August 17, 2014 decision. On September 24, 2015 the Arbitrator who had conduct of the Tenant's review application determined that a review hearing should be convened to hear the matter again; the decision and order dated September 1, 2015 was suspended until the outcome of this review hearing which was eventually scheduled for this hearing.

The Tenant and both Landlords appeared for this hearing and provided affirmed testimony. The parties were informed that the matter would have to be reheard from the beginning. The parties confirmed receipt of each other's Application and documentary evidence. 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 two hour hearing. Before, I adjourned the proceedings because the time limit set had expired, I offered the parties an opportunity to settle their Applications 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 their respective Applications **in full and final satisfaction** as follows:

- The parties agreed that the Landlords will return to the Tenant \$562.34 to settle her Application in full.
- The parties agreed that the Landlords will keep the remaining amount of the security deposit, \$287.66, in full and final satisfaction of their Application.
- The parties agreed that this amount will be paid back to the Tenant by the end of December 31, 2015. The Tenant is issued with a Monetary Order for the amount of \$562.34 which is a precautionary measure to be used by the Tenant if the Landlords fail to make payment in accordance with this agreement.
- If the Landlords fail to make payment the Tenant may serve and enforce the order through the Small Claims Court as an order of that court.
- The Landlords are cautioned to ensure that documentation is retained in relation to the payment made.

This agreement is fully binding on the parties and is in full and final satisfaction of **both** Applications. The parties confirmed voluntary resolution in this manner both during and at the end of the hearing. Pursuant to Section 82(3), the previous Monetary Order issued to the Landlords is set aside and the previous decision is set aside and replaced with this decision. 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 22, 2015

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Residential Tenancy Branch

