



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by Landlord on July 13, 2015 for a Monetary Order for damage to the rental unit, to keep the Tenant’s security deposit, and to recover the filing fee from the Tenant.

The Landlord named on the Application appeared for the hearing and explained that he was an agent for the company Landlord. The Tenant also appeared for the hearing. Both parties provided affirmed testimony during the hearing. The Tenant confirmed receipt of the Landlords’ Application and the Landlord’s documentary and photographic evidence. The Tenant also confirmed that she had not provided any evidence prior to this hearing.

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 and the witness on the evidence provided.

The parties confirmed that the Tenant had provided a security deposit to the Landlord at the start of the tenancy for \$1,900.00. The parties also confirmed that the Landlord had completed a move-in and move-out condition inspection of the rental unit. The Landlord confirmed receipt of the Tenant’s forwarding address by text message on July 3, 2015.

After the parties had finished providing their evidence, I offered the parties an opportunity to settle the matter by way of mutual agreement. The parties took some time to consider this voluntary option, turned their minds to compromise, and decided that resolution was best by way of mutual settlement.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy 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 the Landlord's Application **in full satisfaction** as follows:

- The parties agreed that the Landlords will return to the Tenant \$1,545.50 of the Tenant's security deposit forthwith.
- The parties agreed that the Landlords will keep the remaining amount of the security deposit, \$354.50 (which includes the filing fee), in full satisfaction of the Application.
- The parties agreed that this amount will be paid back to the Tenant forthwith. The Tenant is issued with a Monetary Order for the amount of \$1,545.50 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 Division of the Provincial 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 satisfaction of the Landlords' Application. The parties confirmed voluntary resolution in this manner both during and at the end of the hearing. This file is 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: January 05, 2016

Residential Tenancy Branch

