



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords. The Landlords applied for a Monetary Order for: damage to the rental unit; unpaid rent and utilities; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to retain the Tenants’ security deposit; and to recover the filing fee from the Tenants.

Both parties appeared for the hearings as detailed on the front page of this decision. The male Tenant and both Landlords provided affirmed testimony during the proceedings. The Tenants confirmed receipt of the Landlord’s original Application as well as the Landlord’s amended Application for the increased monetary claim. In the original hearing, the parties also confirmed receipt of each other’s documentary and photographic evidence. No issues in relation to the service of documents under the Act and the Residential Tenancy Branch Rules of Procedure were raised by the parties.

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 proceedings took place over the course of five hours in total.

The original hearing heard the first part of the Landlords’ monetary claim and was adjourned because the time limit set by the Residential Tenancy Branch was only two hours. At the outset of the reconvened hearing, I offered the parties an opportunity to have a settlement discussion about the first part of the monetary claim for which evidence had been given at the original hearing. The parties indicated that they were willing to have a discussion about this. Section 63 of the Act states that an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the proceedings, the settlement may be recorded in the form of a decision or an

order. As a result, I engaged the parties into a discussion about the evidence that had been provided at the original hearing. As a result, the parties agreed to settle that portion of the monetary claim in the amount of \$1,530.15 and the Tenant consented to the Landlords keeping the security deposit in addition to this amount payable.

The parties then provided evidence and made lengthy submissions regarding the remaining portion of the Landlords' monetary claim. At the conclusion of the hearing, I again offered the parties an opportunity to settle the matter between them as mutual resolution had successfully been reached for the first part of the monetary claim. The parties discussed the issues between them, turned their minds to compromise and achieved a resolution of the dispute. The parties agreed to settle the matter as follows:

1. The parties agreed that the Landlords will be compensated for a total amount of \$3,280.15 to satisfy the Landlords' Application in full. As a result, the Tenant consented to the Landlords keeping the remaining amount of the security deposit of \$700.00 in lieu of this amount. It should be noted the Landlords were given permission under the Act to retain \$50.00 from the \$750.00 security deposit paid by the Tenants in a previous separate hearing for a different file number.
2. Therefore, the balance outstanding to the Landlords is \$2,580.15. This is inclusive of the \$100.00 filing fee paid by the Landlords to make this Application.
3. The parties agreed that the payment of \$2,580.15 will be made by the Tenants via electronic transfer to the Landlords forthwith. The Landlords are issued with a Monetary Order for this amount which can be enforced if the Tenants fail to make the above payment. The Tenants are cautioned to retain documentary evidence of monies paid in relation to this agreement.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues associated with this tenancy. The parties confirmed their agreement to resolution in this manner both during and at the conclusion 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: March 3, 2016

Residential Tenancy Branch