



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord on October 6, 2015. The Landlord applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), to keep part of the Tenants’ security deposit, and to recover the filing fee from the Tenants.

Two agents for the Landlord and both Tenants appeared for the hearing and provided affirmed testimony. The parties confirmed the receipt of the Landlord’s Application and each other’s documentary evidence served prior to the hearing.

At the start of the hearing, the Landlord’s agents confirmed in oral testimony that they were seeking to keep \$288.75 of the Tenant’s security deposit as the \$300.00 pet damage deposit had already been returned back to the Tenants at the end of the tenancy.

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. 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 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 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 as follows:

- The parties agreed that the Landlord will return to the Tenants \$680.62 to settle their Application in full.
- The parties agreed that the Landlord will keep the remaining amount of the security deposit, \$169.38, in full satisfaction of the Application.
- The parties agreed that the amount will be paid back to the Tenants forthwith. However, the Tenants are issued with a Monetary Order for the amount of \$680.62.40 which is a precautionary measure to be used by the Tenants if the Landlord fails to make payment in accordance with this agreement.
- If the Landlord fails to make payment the Tenants may serve and enforce the order through the Small Claims Division of the Provincial Court as an order of that court.
- The Landlord is 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. 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: April 19, 2016

Residential Tenancy Branch