



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNDC MNR MNSD FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for unpaid rent and for damage to the unit pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended this hearing (2 landlords and 1 tenant). Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This tenancy began June 1, 2013 with a rental amount of \$1350.00 payable on the first of each month. A copy of the residential tenancy agreement was submitted for evidence at this hearing. The landlord submitted other evidence including a condition inspection report for move-in and move-out. The tenant vacated the rental unit on October 31, 2015. The landlords both testified that they continue to hold a combined \$1350.00 security and pet damage deposit paid by the tenant at the outset of this tenancy.

Ultimately, the tenant agreed to owing the amount sought by the landlord in this application (\$1121.85) and the landlord agreed that the tenant's security and pet damage deposit was beyond the amount that the tenant owed. The landlord confirmed during the hearing that the tenant provided an accurate forwarding address.

### 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

**The Parties mutually agreed as follows:**

1. The tenant agreed that the landlord is entitled to retain \$1121.85 of the tenant's security and pet damage deposit.
2. The landlord agreed to return \$228.15 (the remainder of her security deposit) to the tenant at her forwarding mail address.
3. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I allow the landlord to retain \$1121.85 of the tenant's security and pet damage deposit.

To give further effect to the settlement reached by the parties, I order the landlord to return \$228.15 to the tenant.

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: June 02, 2016

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Residential Tenancy Branch