



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing took place in response to an Application for Dispute Resolution (the “Application”) made by the company Landlord on December 22, 2015. The Landlord applied for a Monetary Order for: unpaid rent; damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to keep the Tenants’ security and pet damage deposits; and to recover the filing fee from the Tenants.

An agent for the Landlord and one of the Tenants appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord’s Application and documentary evidence by registered mail. The Tenant confirmed that she had not provided any evidence prior to this hearing. The hearing proceedings were explained and the parties had no questions about the process. 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 Landlord confirmed that the monetary claim related to half of the unpaid rent for December 2015 as the Tenant had failed to allow for the proper time to end the tenancy pursuant to Section 45(1) of the Act. The parties confirmed that the tenancy had ended on December 14, 2015 and this was the date the Landlord had been provided with the Tenants’ forwarding address. Therefore, I determined that the Landlord had made the Application to keep the Tenants’ security and pet damage deposits of \$1,095.00 total within the 15 day time period pursuant to Section 38(1) of the Act. The Tenant confirmed that she had already received \$459.00 of this amount back and the Landlord was seeking an order to keep the remaining amount.

The parties provided their evidence and at the end of the hearing I offered them an opportunity to settle the matter by way of mutual agreement. The parties decided that voluntary resolution in this manner was the best outcome in this case.

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.

The parties agreed the Landlord will keep \$611.00 from the Tenants' security and pet damage deposits to settle the Landlord's Application in full. The parties agreed that the Landlord will return the remaining balance of the deposits in the amount of \$25.00 back to the Tenants forthwith after receipt of this Decision.

The Tenants are issued with a Monetary Order in the amount of **\$25.00** which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are attached to the Tenants' copy of this Decision. The Landlord should retain documentary evidence of payment made to the Tenants in accordance with this agreement.

This agreement and order is fully binding on the parties. The parties confirmed at the end of the hearing that they had entered into this settlement agreement voluntarily and understood the full nature of the settlement agreement and its meaning. 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: July 25, 2016

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Residential Tenancy Branch