



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords on May 6, 2016 for a Monetary Order for: damages to the rental unit; unpaid utilities; to keep the Tenants’ security and pet damage deposit; and to recover the filing fee.

One of the Landlords and both Tenants appeared for the hearing and provided affirmed testimony. The Tenants confirmed receipt of the Landlords’ Application and the Landlords’ documentary and photographic evidence prior to the hearing. The Tenants also confirmed that they had not provided any evidence prior to this hearing.

### Preliminary Issues

The Landlord explain that in a previous hearing that was held on April 29, 2016, the file number for which appears on the front page of this decision, that Arbitrator had found that the Landlord was entitled to keep the Tenants’ pet damage and security deposit after it was offset against unpaid rent. In that hearing the Landlord was also awarded a Monetary Order for April 2016 rent.

During that same hearing, the Landlord attempted to make a claim for damage to the rental unit; however, as the Tenants had not been put on notice of that claim, that Arbitrator declined to deal with that issue. This issue is now before me. As a result, I dismissed the Landlords’ claim to keep the Tenants’ security and pet damage deposit as this was already awarded to the Landlord in the previous hearing.

The hearing continued to hear the parties’ evidence in relation to the Landlord’s claim for damage to the rental unit and unpaid utilities which were not determined in the previous 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 on the evidence provided.

After the parties had finishing giving their evidence I provided the parties an opportunity to settle the dispute by mutual agreement. The parties indicated that they were willing to engage into a discussion about settling this matter between them.

### Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy Act* (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 Tenants agreed to pay the Landlord \$690.05 to settle the Landlords' monetary claim for damages to the rental unit. The Landlord is issued with a Monetary Order for this amount. If the Tenants fail to make payment to the Landlords, the Monetary Order may be enforced through the Small Claims Division of the Provincial Court as an order of that court. The Landlords' copy of this decision is attached with copies of the order.

The parties confirmed their voluntary agreement and understanding of resolution in the above manner both during and at the conclusion of the hearing. This decision and order is legal binding. 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 21, 2016

---

Residential Tenancy Branch