



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF (Landlord's Application)  
                                 MNSD (Tenants' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlord and the Tenants.

The Landlord applied on December 23, 2015 to keep the Tenants' security and pet damage deposits, for damage to the rental unit, and to recover the filing fee. The Tenants filed against the Landlords on January 5, 2016 for the return of their security and pet damage deposits.

Both Tenants and the female Landlord appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application and evidence served prior to the 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 during and prior to the hearing.

During the hearing, the parties consented to allowing the Landlord to amend her Application to include a request for unpaid utilities in the amount of \$245.36 which the Tenants agreed was payable by 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.

As a result, at the end of the hearing, I offered the parties an opportunity to settle this matter by way of mutual agreement. The parties considered this voluntary option and

decided that resolution was best achieved in this case by mutual settlement of both Applications as follows.

The parties agreed that the Landlord can deduct \$730.04 from the Tenant's \$1,100.00 security and pet damage deposits and return the remaining balance of \$369.96 back to the Tenants forthwith. This is in **full** satisfaction of both Applications. The Tenants are issued with a Monetary Order in the amount of \$369.96 which is enforceable in the Small Claims Division of the Provincial Court **if** the Landlords fail to make payment. The Landlords may send the monies to the address detailed on the front page of this decision which was confirmed with the parties during the hearing as the Tenants' new mailing address. This address was also amended on the Tenants' Application.

This agreement and order is fully binding on the parties and is in full satisfaction of the Applications. The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. Both files are 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 26, 2016

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Residential Tenancy Branch