



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Landlords' Application: MND MNDC FF  
Tenants' Application: MNDC MNSD

### Introduction

This hearing was convened as a result of the cross-applications of the parties seeking remedy under the *Residential Tenancy Act* (the “Act”). The landlords applied for a monetary order in the amount of \$25,000.00 for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee. The tenants applied for a monetary order in the amount of \$20,000.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for the return of their security deposit or pet damage deposit.

Landlord P.T. (the “landlord”), the tenants and an advocate for the tenants (the “advocate”) attended the hearing which was held by teleconference. The tenants requested to **withdraw their application in full** which the landlord consented to. As a result and to ensure procedural fairness to both parties to allow the same opportunity to the landlords, the landlord requested to **withdraw their application in full**. Although the advocate for the tenants disputed the landlords being permitted to withdraw their application, the advocate was advised that the same opportunity will be given to both parties to ensure procedural fairness. The advocate was also advised that the tenants had the opportunity to withdrawn their application before the hearing date which they failed to do and as a result, the opportunity for withdrawing their respective applications must be given to both parties to ensure procedural fairness.

Therefore, as both application have been withdrawn, I make no findings on the merits of either application. Both parties are at liberty to reapply. This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: August 31, 2016

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Residential Tenancy Branch