



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord on January 12, 2016 to keep the Tenants' security and pet damage deposits; and, to recover the \$100.00 filing fee.

The female Tenant and the Landlord appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Application and the Landlord's documentary and photographic evidence. The Tenant confirmed that they had not submitted any evidence prior to the hearing. The hearing process was explained to the parties and they had no questions of the proceedings. Both parties were given a full opportunity to present evidence and make submissions in the hearing.

The parties agreed that the Tenants had paid a \$700.00 security deposit and a \$700.00 pet damage deposit at the start of the tenancy which the Landlord still retained. The Tenants provided the Landlord with a forwarding address on the move-out Condition Inspection Report which was conducted on December 31, 2015, which was also the day the tenancy ended. Therefore, I determined the Landlord had made the Application to keep the Tenants' security and pet damage deposits within the 15 day time limit stipulated by Section 38(1) of the *Residential Tenancy Act* (the "Act").

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. Therefore, after hearing the parties' evidence, I offered the parties an opportunity to settle the matter by way of mutual agreement. The parties engaged into some discussion about the Landlord's monetary claim amount and I attempted to assist the parties with their negotiations. As a result, the parties turned their minds to compromise and were able to agree on mutual resolution in this dispute.

The Tenant agreed that the Landlord can keep the entire Tenants' security and pet damage deposit in the amount of \$1,400.00 in full satisfaction and settlement of the Landlord's monetary claim. The parties confirmed their understanding and agreement to resolution in this manner both during and at the end of the tenancy and that no further action is now required by any of the parties. This agreement is fully binding on the parties and 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: September 26, 2016

Residential Tenancy Branch