



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing convened as a result of the Landlords' Application for Dispute Resolution on February 11, 2016 wherein the Landlords requested monetary compensation for unpaid rent and to recover the filing fee.

The Landlord G.C. appeared at the hearing on her own behalf and as agent for the property owner, S.Y. The Tenant C.L. attended and advised that she has not had any contact with the Tenant, M.R., in approximately six (6) months however she confirmed he was aware of the hearing set for today. Both G.C. and C.L. were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

During the hearing the parties agreed to resolve all matters by mutual agreement.

Pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* I record their settlement in this my Decision and resulting Monetary Order. I make no findings of fact or law on the parties' relative positions. The terms of the parties' agreement follows.

Settlement and Conclusion

1. The Tenants shall be responsible for payment of rent for the eight (8) days they remained in occupation of the rental unit in February of 2016 in the amount of \$234.48 and the Landlords are entitled to recovery of this amount.

2. The Tenants are entitled to return of their security deposit in the amount of \$425.00 and the pet damage deposit in the amount of \$425.00 for a total entitlement of \$850.00.
3. The amounts of each parties' respective entitlement is to be offset against the other such that the Landlords shall pay to the Tenants the sum of **\$615.52**. The parties hereby agree that payment to the Tenant, C.L., shall be considered full and final payment.
4. All other claims arising out the tenancy (including but not limited to the Tenants' claims pursuant to section 38(6) of the *Act* and the Landlords' claims for rent for the balance of February 2016 rent) are hereby dismissed as if tried on their merits.

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 27, 2016

Residential Tenancy Branch