



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord on February 24, 2016 and by the Tenants on January 27, 2016.

The Landlord applied for a Monetary Order for: unpaid rent; damage to the rental unit; and to keep the Tenants' security and pet damage deposits. The Tenant applied for the return of double their security and pet damage deposits pursuant to Section 38(6) of the *Residential Tenancy Act* (the "Act") based on the Landlord's failure to comply with Section 38(1) of the Act. Both parties also applied to recover their filing fees from each other.

The parties appeared before a different Arbitrator on July 28, 2016. That hearing had to be adjourned as the Landlord's documentary evidence was not before that Arbitrator. In the interim time period that Arbitrator left the Residential Tenancy Branch and as that Arbitrator did not hear the matter and was not therefore seized of it, the file was scheduled before me to hear the Applications.

The Landlord, Landlord's legal counsel, and both Tenants appeared for the reconvened hearing. The Landlord and the Tenants provided affirmed testimony during the hearing. The parties confirmed service of each other's Application and documentary evidence served prior to the hearing which was now before me.

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 that was before me. This took place over a 150 minute period.

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.

As a result, at the end of the hearing, I offered the parties an opportunity to settle both Applications by mutual agreement. Both parties indicated that they were willing to negotiate a mutual settlement in the hearing. I informed the parties that they should attempt to turn their minds to compromise and resolution because an agreement between the parties may be better resolution than a decision forced onto them.

Accordingly, I allowed the parties sufficient time and opportunity to consider their positions during the hearing. The Landlord and her legal counsel were also given an opportunity to dial out of the hearing to consult privately outside of the hearing in order to consider the Tenants' proposals for mutual settlement. The parties went back and forth a number of times over the course of one hour before they were able to reach mutual consensus.

Settlement Agreement

The parties agreed that the Landlord can keep half of the Tenants' security and pet damage deposits in the amount of \$2,347.50 in full and final satisfaction of both Applications. Accordingly, the Landlord agreed to return the remaining half of \$2,347.50 to the Tenants by the end January 2017.

The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial court **if** the Landlord fails to make payment by the agreed date.

This agreement and order is fully binding on the parties and is in full satisfaction of both 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 Act.

Dated: November 09, 2016

Residential Tenancy Branch