



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF (Landlord's Application)
 MNSD, MNDC, FF (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 Tenants and the Landlord.

The Landlord applied for a Monetary Order for damage to the rental unit and to keep the Tenants' security deposit. The Tenants applied for the return of their security deposit, and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement. Both parties also applied to recover the filing fee from each other for the cost of making their Application.

The Landlord and both Tenants appeared for the hearing. However, only the female Tenant and the Landlord provided affirmed testimony. The parties confirmed receipt of each other's Application and documentary evidence prior to the hearing. The Tenant's documentary evidence was not before me at the time of this hearing; however, I allowed the Tenant to provide documentary evidence into oral testimony and explained that I would consider an adjournment if it was necessary for me to have that documentary evidence in order to make a legal and binding decision in this matter.

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. The male Tenant left part way through the proceedings due to other commitments.

Section 63 of the Act allows an Arbitrator to 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, before I concluded the hearing, I offered the parties an opportunity to settle the matter by way of mutual agreement. I informed the parties that this was a voluntary process but one

which may provide the parties better resolution than a decision forced upon the parties by a legally binding decision.

The parties considered this option of resolution and asked me to assist in helping the parties settle this matter by mutual agreement. After a short discussion, the parties were able to turn their minds to compromise and reach a resolution of this dispute through a settlement agreement.

Settlement Agreement

The parties agreed to settle both Applications in full and final satisfaction as follows. The Tenant agreed that the Landlord can keep the Tenants' security deposit of \$825.00 in full and final satisfaction of both Applications. No further monies are to be exchanged and there is no further action required by any of the parties.

The parties confirmed their voluntary agreement and understanding of resolution in this manner. These 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: January 17, 2017

Residential Tenancy Branch