



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KENSON REALTY CO.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF, O (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 the Landlord on August 15, 2016 and by the Tenants on August 21, 2016.

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"). Both parties also applied to recover the filing fee paid to make their Application.

An agent for the Landlords named on the Tenants' Application and the Tenants appeared for the hearing and provided affirmed testimony. The parties confirmed service of each other's Application. The Landlord's agent confirmed receipt of the Tenant's evidence but the Tenants denied receipt of the Landlord's documentary and photographic evidence served prior to the hearing. While both parties made submissions with regards to the late service of the Landlord's evidence, the Tenants consented to moving forward with the hearing by allowing the Landlord to use and rely on the late evidence served without it being before them.

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.

Section 63 of the Act states that an 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.

After the parties had finished presenting their evidence, I offered the parties an opportunity to settle both Applications by mutual agreement. I informed the parties that

they had the option to turn their minds to compromise and resolution as an agreement between the parties may serve as better resolution than a decision forced onto them through a legally binding decision.

Accordingly, I allowed the parties sufficient time and opportunity to consider their positions during the hearing. In the end, the parties did turn their minds to compromise and were able to reach a resolution to their dispute as follows.

Settlement Agreement

The parties agreed that the Landlords can keep \$610.00 from the Tenants' security deposit of \$1,050.00 in full and final satisfaction of both Applications. Accordingly, the Landlord's agent agreed to return the remainder of the Tenants' security deposit in the amount of \$440.00 to the Tenants forthwith after receipt of this Decision. This is to be sent to the Tenants' mailing address as recorded on the front page of this Decision.

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 Landlords fail to make payment. The Landlords are cautioned to retain documentary evidence of the payment returned to the Tenants.

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: February 21, 2017

Residential Tenancy Branch

