



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes : FF, MNR, MND, MNDS & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$3299.57 for loss of rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$9051 for moving expenses, sick benefits and loss of wages, the late return of the security deposit and pain and suffering.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlords are entitled to a monetary order and if so how much?
- b. Whether the landlords are entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlords are entitled to recover the cost of the filing fee?
- d. Whether the tenants are entitled to a monetary order and if so how much?
- e. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 7, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1634 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$775 and a pet damage deposit of \$300 at the start of the tenancy.

The tenancy ended on November 30, 2016. The landlords returned the security deposit and pet damage deposit to the Tenants on December 14, 2016.

Settlement:

After a lengthy hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. Each party consents to the dismissal of their claim against the other without leave to re-apply.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims against the other with respect to this tenancy.

Conclusion

As a result of the settlement I ordered that the claim of each party be dismissed without liberty to re-apply.

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: February 14, 2017

Residential Tenancy Branch