



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROTECTION PROPERTY MARKETING AND MGMT REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            MND, MNR, MNSD, MNDC, 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 Landlord on August 11, 2016 and an Application made by the Tenants on January 20, 2017, both of which were scheduled to be heard together.

The Landlord applied for a Monetary Order for: damage to the rental unit; unpaid rent or utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation and/or tenancy agreement; to keep the Tenants' security and pet damage deposits; and to recover the filing fee from the Tenants. Prior to this hearing, the Landlord reduced the monetary claim for unpaid utilities only.

The Tenants applied for: money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for the return of their security and pet damage deposits; and, to recover the filing fee from the Landlord. Two agents for the Landlord and both Tenants appeared for the hearings and provided affirmed testimony. The parties confirmed receipt of each other's Application. The Tenants confirmed receipt of the Landlord's 130 pages of documentary evidence and the Landlord's agents confirmed receipt of the Tenants' substantial evidence binder containing numerous tabs.

While both parties made submissions with respect to the service of evidence within the time limits stipulated by the Rules of Procedure, the parties agreed to continue with the hearing. I indicated to the parties that I would give relevant directions on the service of evidence after the hearing had concluded or if it were to be adjourned. The hearing process was explained to the parties and no questions were asked about the proceeding instructions. Both parties were given an opportunity to present their evidence, make submissions to me, and to cross examine the other party on the evidence provided.

The time limit set for this hearing did not allow for the Tenants' entire extensive monetary claim to be heard. Therefore, I informed the parties that the hearing would be adjourned to reconvene at a later date. However, before I concluded the hearing, the parties engaged

into a settlement discussion of both monetary claims before me. Section 63 of the Act enables an Arbitrator to assist the parties to settle their dispute. 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.

Based on the discussion the parties had regarding settlement of this matter by way of mutual agreement, I offered the parties an opportunity to settle this matter through agreement or have a decision rendered in this matter after all of the evidence had been heard. The parties carefully considered these options for resolution of the dispute, turned their minds to compromise, and decided that it was better to resolve this matter through mutual agreement as follows.

#### Settlement Agreement

The parties agreed that the Landlord will pay the Tenants a total of \$12,000.00, which accounts for compensation and return of the Tenants' pet damage and security deposits. The parties agreed that this amount was in full and final satisfaction of both Applications and therefore this would give both parties finality to the dispute between them. The Landlord's agents agreed to **send** this payment to the Tenants on or before March 1, 2017 by registered mail. When the Tenants receive this payment after it is sent on March 1, 2017, the Tenants may cash the cheque and when the monies have cleared, this will signal the end of the matter.

The Landlords' agents are cautioned to retain documentary evidence of the payment made to meet these agreed terms and conditions. The Tenants are issued with a Monetary Order for this amount. This order is enforceable in the Small Claims Division of the Provincial court as an order of that court **if** the Landlord fails to make payment. Copies of this order are attached to the Tenants' copy of this Decision. The agreement was re-confirmed with the parties at the conclusion of the hearing. Both parties confirmed their understanding to move forward with voluntary resolution in this manner. 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 10, 2017

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Residential Tenancy Branch