



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNSD, FF

### Introduction

A hearing was convened based on the cross applications under the *Residential Tenancy Act* (the “Act”) regarding the security and pet damage deposits. The landlords sought an order authorizing them to keep all or a portion of these deposits, and recovery of the application filing fee. The tenant sought an order requiring the landlords to repay the deposits.

One of the named landlords attended the hearing, as did the tenant. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlords withdraw their application dated February 28, 2017.
2. The tenant withdraws her application dated February 28, 2017.
3. The parties agree that the landlords may retain that portion of the total of the security and pet damage deposits that they have not already refunded to the tenant in satisfaction of any damage to the rental unit, including the cost of cleaning.

4. The landlords will refund the tenant another \$100.00 if by April 30, 2017 she attends at the rental unit and cleans the dog feces left in the yard(s).

### Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to end the tenancy or apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: April 26, 2017

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Residential Tenancy Branch