



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND MNR MNSD MNDC FF

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- a monetary order for unpaid rent pursuant to section 67;
- a monetary order for damage to the unit, site, or property, money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to retain all or a portion of the tenant’s security deposit and pet damage deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The tenant requested:

- authorization to obtain a return of all or a portion of his security deposit and pet damage deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

The tenant’s agent, BC, spoke on behalf of the tenant in this hearing, and was given full authority to do so. This hearing was originally set to deal with the tenant’s application only, but it came to my attention during the hearing that the same parties had a second matter set for a hearing on November 6, 2017 to deal with the landlords’ cross application pertaining to this same tenancy. Both parties appeared, and with their consent, both applications were dealt with today. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Analysis

Pursuant to section 63 of the *Act*, the 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. During the

hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant and landlords withdrew their applications.
2. The landlords agreed to return to the tenant both the security deposit in the amount of \$2,900.00 and the pet damage deposit in the amount of \$500.00, plus reimburse to the tenant the \$100.00 filing fee, by 4:00 p.m., on Friday, June 2, 2017.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising from this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the tenant's favour in the amount of \$3,500.00. The tenant is provided with this Order in the above terms and the landlords must be served with a copy of this Order as soon as possible in the event that the landlords do not abide by condition #2 of the above agreement. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: May 31, 2017

Residential Tenancy Branch