



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF (Landlord's Application)  
                              MNSD, MNDC, FF (Tenants' Application)

### Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by Landlord on December 2, 2016 and by the Tenants on May 8, 2017.

The Landlord applied for a Monetary Order for: damage to the rental unit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation and/or tenancy agreement; and to recover the filing fee from the Tenants. 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 deposit; and, to recover the filing fee from the Landlord.

Both parties appeared for the hearings and provided affirmed testimony. The first hearing heard the Landlord's Application and was adjourned due to the expiry of the time limit set for that hearing. The reconvened hearing heard the Tenants' Application.

The parties confirmed receipt of each other's Application and their respective documentary and photographic evidence which was served prior to the hearings. The hearing process was explained to the parties who confirmed their understanding and had no questions of how the hearings would proceed. 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.

Both parties agreed that this tenancy started on October 1, 2014 for a fixed term of eight months. After this time, the parties entered into another fixed term tenancy which started on June 1, 2015 and was set to end on May 31, 2016 and required that the Tenants would move out on this date; however that tenancy was extended for another four months and then another month thereafter. The tenancy ended on the fixed end date of November 30, 2016 which is when the Tenants vacated the rental unit and provided the Landlord with a forwarding address.

Pursuant to Section 63 of the Act, 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 providing their evidence with respect to their monetary claims as laid on in their Monetary Order Worksheets, I offered the parties an opportunity to deal with the matters by mutual settlement. The parties turned their minds to compromise and decided that mutual agreement was the best form of resolution in this case.

The Landlord put forward a proposal to settle the matters, but with my assistance, the parties were able to reach agreement. The Tenants agreed that the Landlord could retain their \$600.00 security deposit to settle both Applications in full satisfaction. This results in a zero balance payable by each party. Therefore, no further action is required.

The parties confirmed that terms of this agreement both during and at the conclusion of the hearing and also confirmed that it was entered into voluntarily.

### Conclusion

The parties agreed to settle both Applications in respect of the monetary claims before me. The Landlord is allowed to keep the Tenants' security deposit of \$600.00 in full satisfaction of both Applications. These 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: June 05, 2017

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Residential Tenancy Branch