



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RR, FF, O

Introduction

This hearing was convened by way of conference call in response to the Tenants' Application for Dispute Resolution (the "Application") for: money owed or compensation for loss under *the Residential Tenancy Act* (the "Act"); for a reduction in rent for repairs, services or facilities agreed upon but not provided; to recover the filing fee from the Landlord; and for 'Other' issues of which none were determined during the hearing.

One of the Tenants, an agent for the property company Landlord and his assistant, appeared for the hearing. However, only the Tenant and the Landlord's agent provided affirmed testimony.

The Landlord's agent confirmed receipt of the Tenants' Application and their documentary evidence. The Landlord's agent also confirmed that he had not provided any evidence prior to this hearing. The hearing process was explained and no questions were asked of how the proceedings would be conducted.

The parties were given a full opportunity to present evidence, make submissions to me, and to cross examine the other party on the evidence given. At the conclusion of the hearing, I invited the parties to engage into a settlement discussion in an effort to resolve the Tenants' monetary claim by mutual resolution. The parties were informed that this was voluntary process.

Section 63 of the Act, allows an Arbitrator to 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. Accordingly, I assisted the parties to reach a settlement agreement in full satisfaction of the Application as follows.

Settlement Agreement

The Landlord's agent **agreed** to settle the Tenants' Application **in full** satisfaction by paying the Tenants **\$750.00** in monetary compensation. The parties agreed that this payment will be made by the Landlord by the end of July 2017.

The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court if the Landlord fails to make payment in accordance with this agreement.

The Landlord is cautioned to retain evidence of the payment made to the Tenants in accordance with this agreement. This agreement and order is fully binding on the parties and the parties confirmed their agreement of this resolution both during and at the end of the hearing. This file is now closed.

Before, the hearing was closed the Landlord's agent explained that he had not been provided with a forwarding address from the Tenants for the return of their security and pet damage deposits.

As a result, the Tenant voluntarily offered the Landlord's agent their forwarding address in this hearing. The parties confirmed the accuracy of the forwarding address provided, which is reproduced on the front page of this Decision. Accordingly, the Landlord has 15 days from July 11, 2017 onwards to deal properly with the Tenants' security and pet damage deposits pursuant to the Act. The Tenant also authorised me to amend the forwarding address on the Application as the current mailing address.

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: July 11, 2017

Residential Tenancy Branch