



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF (Tenant's Application)  
                             MNDC (Tenant's Amendment filed August 22, 2017)  
                             OPR, MNR, MND, MNDC, MNSD, FF (Landlord's Application)

### Introduction

This hearing convened as a result of cross applications. In the Tenants' Application filed July 4, 2017 they sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to recover the filing fee. By Amendment filed August 22, 2017 they added a monetary claim for \$2,495.00. In the Landlord's Application for Dispute Resolution filed July 10, 2017 she sought an Order of Possession, a Monetary Order for unpaid rent, damage to the rental unit and for losses related to the tenancy, authority to retain the Tenants' security deposit and pet damage deposit and to recover the filing fee. By Amendment filed August 22, 2017 the Landlord reduced her monetary claim.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The terms of their settlement follow.

1. The Landlord shall retain the Tenants security deposit in the amount of \$825.00 and shall retain the Tenants' pet damage deposit in the amount of \$825.00.
2. All other claims arising from the tenancy, including but not limited to the claims set out in the parties' respective Applications and amendments thereto, are dismissed as if they had been tried on their merits.

The parties were cautioned during the hearing to follow sections 23, 24, and 35-38 of the *Residential Tenancy Act*, as well as Part 3 of the *Residential Tenancy Regulation* as they pertain to inspections of the rental unit. The full text of the *Residential Tenancy Act*, *Regulation*, and Residential Tenancy Policy Guidelines, can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).

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: September 18, 2017.

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Residential Tenancy Branch