



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened by way of a conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on April 19, 2017. The Landlord applied to keep the Tenants' security and pet damage deposits and to recover the filing fee. The Landlord amended the Application to include a request for a Monetary Order for damage to the rental unit.

Both parties appeared for the hearing and provided affirmed testimony. The Tenants confirmed receipt of the Landlord's Application and the Landlord's 70 pages of evidence. However, the Landlord's evidence was not before me and there was no record on the electronic file that detailed any evidence being received from the Landlord. As the Tenants were in receipt of the Landlord's evidence, I determined that on the balance of probabilities, the Landlord had provided the evidence to the Residential Tenancy Branch. However, as this was not before me I was unable to determine the Landlord's Application which pertained to a monetary claim for damages to the rental unit.

In addition, the Landlord confirmed that she had not received the Tenants' evidence prior to this hearing because she was currently on holiday abroad and was not able to collect the evidence which had been mailed to her. While the Tenants had submitted their evidence within the time limits stipulated by the Residential Tenancy Branch Rules of Procedure, it was served to the Landlord on the last day the Tenants had to serve it.

Based on the foregoing, I informed the parties that without having the Landlord's evidence before me, and the Landlord being given an opportunity to see the Tenants' evidence, I had to adjourn the matter to a later date. The parties had no objection to this course of action.

Section 63 of the *Residential Tenancy Act* (the "Act") enables an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the proceedings, the settlement may be recorded in the form of a decision or an order.

Accordingly, I informed the parties that I would give them an opportunity to settle the matter between them before we proceeded to reconvene the hearing. In an effort to resolve this dispute between the parties, the parties discussed the background of this tenancy. During this conversation, the Landlord was informed of the reporting requirements of Section 23 of the Act and the consequences of not doing so as provided for by Section 24 of the Act. The parties took this into consideration, turned their minds to compromise, and decided that it was better to resolve this matter through mutual agreement as follows.

#### Settlement Agreement

The Landlord agreed to return to the Tenants the full amount of their security and pet damage deposits totaling \$1,600.00 in full and final satisfaction of Application. Therefore, no further Applications are permitted. The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial court if the Landlord fails to make payment. The Landlord is cautioned to retain documentary evidence of the payment made to the Tenants.

The parties agreed that the Landlord will make the payment to the Tenants by e-transfer using the female Tenant's email address which was confirmed with the parties in the hearing. The payment must be made on or before September 30, 2017.

The agreement was confirmed by the parties at the conclusion of the hearing. Both parties confirmed that this resolution was made voluntarily and without any pressure or persuasion. This file is 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: September 19, 2017

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Residential Tenancy Branch