



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the Landlords' Application for Dispute Resolution (the "Application") for a Monetary Order for: unpaid rent; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenants' security and pet damage deposits; and, to recover the filing fee from the Tenants.

One of the Landlords and one of the Tenants appeared for the hearing and provided affirmed testimony. The Tenant also had with her an assistant who did not testify during the hearing. The Tenant confirmed receipt of the Landlords' Application by registered mail. The parties also confirmed exchange of each other's documentary evidence prior to this hearing. The parties were informed of the hearing process and no questions were asked as to how the proceedings would be conducted.

At the start of the hearing, the Landlord abandoned three portions of the monetary claim. With respect to the remainder of the Landlords' monetary claim, the parties were given a full opportunity to present evidence, make submission to me, and to cross examine the other party on the evidence provided.

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, at the end of the hearing, I asked the parties whether they would like the dispute to be resolved by way of decision in this matter or whether the parties wanted to take part in a settlement discussion with my assistance. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute as follows.

Analysis & Conclusion

The Tenant consented to the Landlords keeping the full amount of the security and pet damage deposit of \$1,500.00 which the Landlords currently hold. This settles the Landlords' monetary claim in full satisfaction. Therefore, there is no further action required in this case and this file is now closed.

The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing. The Tenant remained on the telephone conference call to obtain further information about her rights and obligations under the Act as the Landlord had to leave for another appointment.

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 25, 2017

Residential Tenancy Branch