



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW HEARING DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for damage to the rental unit and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, cat deposit, and dog deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Landlord PW" did not attend this hearing, which lasted approximately 31 minutes. Landlord SW ("landlord") and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she had permission to speak on behalf of her husband, landlord PW, as an agent at this hearing.

### Preliminary Issue - Service of Documents and Previous Hearings

This matter was previously heard by a different Arbitrator on September 6, 2017 and a decision was issued on September 7, 2017 ("original hearing" and "original decision"). Only the two tenants attended the original hearing; the two landlords did not. The landlords applied for a review of the original decision on the basis of being unable to attend the original hearing. A new review hearing was granted by another Arbitrator, pursuant to a review consideration decision, dated September 26, 2017. This is the new review hearing.

By way of the review consideration decision, the landlords were required to serve the tenants with a copy of the review consideration decision, the notice of review hearing and the written evidence that they submitted with their review application. The landlords provided two Canada Post registered mail receipts with tracking numbers to confirm that

they sent the above documents to the tenants on September 28, 2017. The landlords confirmed that the documents were returned unclaimed, also providing a photocopy of the front of the envelopes addressed to the tenants at their forwarding address provided on file, indicating they were unclaimed.

The tenants confirmed receipt of the review consideration decision and the notice of review hearing only, indicating the above documents were sent to them by the Residential Tenancy Branch directly. They confirmed that they did not receive any written evidence from the landlords' review application. The tenants confirmed that they wanted to proceed with this hearing, despite not receiving the landlords' written evidence package from the review application.

In accordance with sections 89 and 90 of the *Act*, I find that the tenants were duly served with the review consideration decision and the notice of review hearing. I proceeded with the hearing on the basis of the tenants' consent. The landlords' written evidence package was not considered in any event because the parties settled this matter between themselves.

In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were duly served with the landlords' original application for dispute resolution hearing package and the landlords were duly served with the tenants' original written evidence package, as no objections were made by either party regarding service of the above documents.

### Analysis

Pursuant to section 63 of the *Act*, the 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 and an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the landlords will retain the tenants' entire security deposit of \$600.00, cat deposit of \$150.00, and dog deposit of \$100.00;
2. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;

3. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

### Conclusion

I set aside the original decision, dated September 7, 2017. This review hearing decision replaces the original decision.

To give effect to the settlement reached between the parties and as advised to them during the hearing, I order the landlords to retain the tenants' entire security deposit \$600.00, cat deposit of \$150.00, and dog deposit of \$100.00.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

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: December 11, 2017

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Residential Tenancy Branch