



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 conference call concerning an application made by the landlords seeking to keep the security deposit and pet damage deposit and to recover the filing fee from the tenant for the cost of the application. The details section of the application seeks monetary compensation for damage to the rental unit.

The parties appeared by way of conference call hearing on the first scheduled date however the landlord's evidentiary material was not received by me and I adjourned the hearing. My Interim Decision was provided to the parties.

Both landlords and the tenant attended the hearing on both scheduled dates, however one of the landlords did not remain in attendance and was thereafter represented by the other landlord. The tenant and the landlord gave affirmed testimony and were given the opportunity to question each other.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. the landlords will keep the \$750.00 security deposit and the \$750.00 pet damage deposit in full satisfaction of the landlords' claim.
2. this settlement agreement is in full satisfaction of any and all claims between the parties with respect to this tenancy.

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.

Conclusion

For the reasons set out above, and by consent, I hereby order the landlords to keep the \$750.00 security deposit and the \$750.00 pet damage deposit in full satisfaction of any and all claims between the parties with respect to this tenancy.

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 13, 2017

Residential Tenancy Branch