



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OLC, FF, MNR

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for unpaid rent and utilities pursuant to section 67;
- authorization to retain all or a portion of the tenants' security and pet damage deposits in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- authorization to obtain a return of all or a portion of their security and pet damage deposits pursuant to section 38;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As both parties agreed that they had been served with copies of one another's dispute resolution and written evidence packages, I find that these documents were duly served to one another in accordance with sections 88 and 89 of the *Act*.

### Issues(s) to be Decided



Is the landlord entitled to a monetary award for unpaid rent and utilities? Which of the parties are entitled to the tenants' security and pet damage deposits? Are either of the parties entitled to recover their filing fees for their applications from the other party?

### Background and Evidence

The landlord's mother signed a month-to-month tenancy agreement with the tenants on January 1, 2016. According to the terms of that tenancy agreement, which allowed the tenants to rent the upper level of this rental property commencing on January 1, 2016, monthly rent was set at \$1,400.00, payable in advance on the first of each month. The tenants were responsible for paying 60% of the heat and hydro for this rental property. The landlord assumed responsibility for this tenancy as the executor of his mother's estate after she passed away on September 14, 2016. The landlord continues to hold the tenants' \$700.00 security deposit and \$700.00 pet damage deposit.

The landlord issued a 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) on May 31, 2017. On June 30, 2017, the tenants issued their own notice to end this tenancy by July 15, 2017. The parties agreed that this tenancy ended on July 14, 2017. The tenants provided the landlord's agent with their mailing address for forwarding their security and pet damage deposits on July 31, 2017.

The landlord's original application for a monetary award of \$3, 014.46 was reduced to \$2,614.47 in the landlord's amended application. The tenants applied for a monetary award of \$1,400.00 for the return of their security and pet damage deposits.

### 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 or an order. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. Both parties agreed to withdraw their applications for dispute resolution and furthermore agreed that they will not initiate any further applications arising out of this tenancy.



2. The tenant agreed to allow the landlord to retain their security and pet damage deposits.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications and all issues arising out of this tenancy and that they did so of their own free will and without any element of force or coercion.

### Conclusion

To give effect to the settlement agreement between the parties, I order the landlord to retain the tenants' security and pet damage deposits.

Both applications are hereby withdrawn. Neither party is allowed to initiate any new applications for dispute resolution arising out of 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: February 26, 2018

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Residential Tenancy Branch