



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0879478 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The tenant applied for a monetary order for the return of their pet damage deposit and to recover the cost of the filing fee.

The tenant, a support person for the tenant, and landlord S.I. ("landlord") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties.

Preliminary and Procedural Matters

The parties provided their email addresses during the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

By mutual agreement of the parties, I have amended the tenant's application to include the correct spelling of the landlords' surname. In addition, and pursuant to section 64(3) of the *Act*, I have amended the tenant's application to add the numbered company name of the landlords as I find that both respondents SI and JI and their numbered

company name are listed on the tenancy agreement as landlords. A copy of the tenancy agreement was submitted in evidence which supports this amendment.

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the landlords will return **\$465.39** of the tenant's pet damage deposit by **March 31, 2018**. The new mailing address of the tenant was confirmed by the parties during the hearing and has been included on the cover page of this decision for ease of reference.
2. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$465.39 which will have no force or effect if the landlords pay the tenant in accordance with #1 above and the tenant successfully deposits the money from the landlords.
3. The tenant agrees to withdraw their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties confirmed their understanding and agreement that this mutually settled agreement was made on a voluntary basis and that the parties understood the final and binding nature of their settlement agreement and that it was enforceable.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The tenant is granted a monetary order in the amount of \$465.39 which will have no force or effect if the landlords pay the tenant in accordance with #1 above. If the landlords do not pay the amount as described above in #1 above, the monetary order must be served on the landlords and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

I do not grant the recovery of the cost of the filing fee.

The tenant's new mailing address has been included on the cover page of this decision for ease of reference.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 15, 2018

Residential Tenancy Branch