



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNRL-S, MNSD, FFT, FFL

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for unpaid rent, to keep all or part of the security deposit/pet damage deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Agent for the Landlord stated that in December of 2017 the Landlord's Application for Dispute Resolution and the Notice of Hearing were sent to the Tenants, via registered mail. The male Tenant acknowledged receipt of these documents.

The Tenants filed an Application for Dispute Resolution in which they applied for the return of the security deposit/pet damage deposit, and to recover the fee for filing an Application for Dispute Resolution.

The male Tenant stated that in February of 2018 the Tenants' Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents.

On November 17, 2017 the Landlord submitted 17 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenants, via registered mail, with the Application for Dispute Resolution. The male Tenant acknowledged receiving this evidence, with the exception of the two tenancy agreements that were submitted to the Residential Tenancy Branch. The documents the Tenants acknowledge receiving were accepted as evidence for these proceedings.

The parties were advised that the hearing would proceed and that the parties could refer to the tenancy agreements the Landlord submitted to the Residential Tenancy Branch, but that they could not be accepted as evidence for this hearing. The Landlord

was advised that he could request an adjournment of the proceedings for the purpose of re-serving the tenancy agreements to the Tenants if, at the end of the hearing, the Landlord considered it necessary for me to view the documents. Near the end of the hearing, prior to the parties entering into a settlement agreement, the Agent for the Landlord stated that the Landlord did not wish to adjourn the hearing.

On May 28 2018 the Landlord submitted 20 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenants, via registered mail, on May 25, 2018. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On February 12, 2018 the Tenants submitted 3 pages of evidence to the Residential Tenancy Branch. The male Tenant stated that this evidence was served to the Landlord with the Tenants' Application for Dispute Resolution. The Agent for the Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

#### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent?

Is the Landlord entitled to retain the security deposit/pet damage deposit?

Are the Tenants entitled to the return of the security deposit/pet damage deposit?

#### Background and Evidence

After considerable discussion about the terms of this tenancy and the merits of each Application for Dispute Resolution, the Landlord and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will retain the security deposit of \$825.00;
- the Landlord will return the pet damage deposit of \$825.00; and
- neither party will pursue further claims regarding this tenancy.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to settle this dispute under these terms.

The parties all acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All of the issues in dispute at these proceedings have been settled by the parties.

Conclusion

On the basis of the aforementioned settlement agreement I grant the Tenants a monetary Order for \$825.00. In the event the Landlord does not comply with his agreement to pay \$825.00 to the Tenants, this Order may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: June 05, 2018

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Residential Tenancy Branch