



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

On September 13, 2019, the Landlords made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit and pet damage deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Landlords and both Tenants attended the hearing. All parties provided a solemn affirmation.

The Landlords advised that a Notice of Hearing package was served to each Tenant by registered mail on September 20, 2019 and the Tenants confirmed that they received these packages. Based on this evidence and solemnly affirmed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served the Landlord’s Notice of Hearing package.

They advised that they served their evidence package on a USB stick to the Tenants by hand on December 29, 2019 and the Tenants confirmed that they received this package. The Tenants also confirmed that they could view the evidence. As this evidence was served in accordance with the timeframe requirements of Rule 3.14 of the Rules of Procedure, I have accepted this evidence and will consider it when rendering a decision.

The Tenants advised that they served their evidence package on a USB stick to the Landlords by hand on January 8, 2020 and the Landlords confirmed that they received this package. The Landlords also confirmed that they could view the evidence. As this evidence was served in accordance with the timeframe requirements of Rule 3.15 of the Rules of Procedure, I have accepted this evidence and will consider it when rendering a decision.

All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on January 1, 2015 and ended when the Tenants gave up vacant possession of the rental unit on September 1, 2019. The rent was established at \$1,332.00 per month, due on the first day of each month. A security deposit of \$610.00 and a pet damage deposit of \$610.00 were also paid.

All parties agreed that a move-in inspection report was conducted on December 27, 2014. As well, they agreed that a move-out inspection report was conducted on September 1, 2019. As well, all parties agreed that a forwarding address was provided by the Tenants via email shortly after August 1, 2019.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. A security deposit of \$610.00 was paid by the Tenants and the Landlords shall keep the entirety of this deposit.
2. A pet damage deposit of \$610.00 was paid by the Tenants and the Landlords shall keep the entirety of this deposit.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, I allow the Landlords to retain the security deposit and pet damage deposit in full and complete satisfaction of any amounts owing.

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: January 16, 2020

Residential Tenancy Branch