



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT
 OPC, OPN, FFL, MNDL-S

Introduction

This hearing dealt with an Application for Dispute Resolution that were filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”);
- An order for the Landlord to comply with the *Act*, regulation or tenancy agreement; and
- Recovery of the \$100.00 filing fee.

This hearing also dealt with a Cross-Application for Dispute Resolution and an Amendment to the Application for Dispute Resolution (the “Amendment”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking:

- An Order of Possession based on the One Month Notice;
- An Order of Possession because the Tenants gave notice to vacate the rental unit;
- Recovery of the \$100.00 Filing fee;
- A Monetary Order for outstanding rent and damage to the rental unit; and
- Authorization to withhold the Security Deposit and Pet Damage Deposit in partial satisfaction of any money owed by the Tenants.

The hearing was convened by telephone conference call and was attended by the Landlord, the Tenant J.C. (the “Tenant”) and the Tenant’s support person. All parties provided affirmed testimony. Neither party raised any concerns regarding service or receipt of the Notice of Hearing, the Applications, the Amendment, or the documentary evidence before me.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer only to the relevant facts and issues in this decision. At the request of the parties, copies of the decision and any Orders issued in



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their favor will be e-mailed to them at the email addresses provided by them in their respective Applications.

Preliminary Matters

At the outset of the hearing the parties agreed that the Tenancy had already ended, and that the Landlord had possession of the rental unit. As a result, it was unnecessary to deal with the Tenant's Application in its entirety or the portion of the Landlord's Application seeking possession of the rental unit. However, on December 4, 2019, the Landlord filed an Amendment seeking to add a \$1,900.00 monetary claim to their Application for damage to the rental unit and for outstanding rent. In the Amendment they also sought authority to retain the Tenants' Security Deposit and Pet Damage Deposit in partial satisfaction of money owed.

The Landlord testified that they personally served the Amendment and related documentary evidence on the Tenants on December 20, 2019, and the Tenant confirmed receipt.

I find that the service of the Amendment complies with the service requirements of the *Act* and the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") and I therefore amended the Application to include the Landlord's monetary claims. As a result, the hearing proceeded based on the Landlord's Application seeking \$1,900.00 in damages and authorization to withhold the Tenants' Security and Pet Damage Deposits.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.



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During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agreed that the Landlord could retain the Tenants' \$700.00 Security Deposit and \$300.00 Pet Damage Deposit in full and final satisfaction of all money owed in relation to the tenancy;
2. The Landlord and Tenants withdrew their Applications in full, as part of this mutually agreed settlement; and
3. The parties agreed that this settlement agreement represents full and final settlement of all issues relating to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

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

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 20, 2020

Residential Tenancy Branch