



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

On September 29, 2019, the Landlord 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 this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was the scheduled Review Hearing with respect to this Application, and it was set down to be heard on June 15, 2020.

The Landlord and both Tenants attended this Review Hearing. All in attendance provided a solemn affirmation.

The Landlord advised that she served a Notice of Hearing package to each Tenant by registered mail on May 20, 2020 and Tenant S.P. confirmed receipt of these packages. Furthermore, he confirmed that they received all of the Landlord’s evidence. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served the Landlord’s Notice of Hearing and evidence package. As well, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

S.P. advised that the Tenants did not submit any evidence for consideration on this file.

All parties 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.

Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for loss?
- Is the Landlord entitled to apply the security and pet damage deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

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 October 1, 2017 and ended when the Tenants gave up vacant possession of the rental unit on September 15, 2019. Rent was established at \$2,548.00 per month and was due on the first day of each month. A security deposit of \$1,225.00 and a pet damage deposit of \$500.00 were also paid.

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 conditional Monetary Order that accompanies it.

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. The Landlord may keep half of the Tenants' security deposit and half of the Tenants' pet damage deposit.
2. The Landlord must return to the Tenants half of their security deposit, in the amount of **\$612.50**, and half of their pet damage deposit, in the amount of **\$250.00**.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims under this Application or a future one.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes. No future claims through the Residential Tenancy Branch will be made against the other party with respect to this tenancy.

If condition two is breached, the Tenants are provided with a conditional Monetary Order in the amount of **\$862.50**.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, I provide the Tenants with a conditional Monetary Order in the amount of **\$862.50** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenants. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: June 15, 2020

Residential Tenancy Branch