



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

On February 20, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for the Landlord to return of all or part of the pet damage deposit or security deposit.

The matter was scheduled as a teleconference hearing. The Tenants and Landlord. appeared at the hearing.

The hearing process was explained, and the participants were asked if they had any questions. The participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement Agreement

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

1. The parties agreed that the Tenants have withdrawn their Application without leave to reapply.
2. The parties agreed that the Landlord will pay the Tenants the amount of \$225.00 by money order within one week of receiving this decision.
3. The Landlord agrees to make no future claim against the security deposit with respect to the tenancy.
4. The parties agree that the Tenants will receive a monetary order in the amount of \$225.00 that will not be enforced by the Tenants unless the Landlord fails to pay the amount of \$225.00 as provided above.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

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: July 14, 2020

Residential Tenancy Branch