



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in response to applications by the landlords and the tenants.

The landlords' application is seeking orders as follows:

1. For a monetary order for unpaid rent and loss of revenue;
2. To keep all or part of the security deposit and pet damage deposit; and
3. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. Return of the security deposit and pet damage deposit;
2. To have the landlords pay for the new security deposit and pet damage deposit;
and
3. To recover the cost of filing the application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Both parties agreed that they received the evidence from the other party.

I have considered only the parties written or documentary evidence to which they pointed or directed me in the hearing, pursuant to Rule 7.4 of the Residential Tenancy Branch Rules of Procedure (the "Rules".)

Preliminary issues and settlement agreement

The tenants' application seeking the return of their deposits was filed on August 19, 2020; however, the tenants provided the landlords with their forwarding address on

August 15, 2020. I find the tenants application was filed premature as the landlords had 15 days after they receive the tenants' forwarding address to claim against the deposits or return it. The landlords' application was filed on August 19, 2020, claiming against the deposits for unpaid rent and loss of rent which was within the statutory time limit under section 38 of the Act.

I also note in the tenant's application that they want the landlords to pay for their new security deposit and pet damage deposit relating to a different tenancy. At no time are the landlords responsible to pay for a tenant's security deposit or pet damage deposit. This is the tenant's responsibility under the Act. This portion of their claim is dismissed without leave to reapply.

During the hearing the parties agreed to settle these matters, on the following conditions:

- 1) The parties agreed that the landlords will retain the security deposit and pet damage deposit, if full satisfaction of their claim against the tenants; and
- 2) The parties agreed this is a **full and final settlement agreement** relating to this tenancy. Neither party are permitted to file any further applications relating to this tenancy.

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

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: December 08, 2020

Residential Tenancy Branch