



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on December 19, 2020 (the “Application”). The Tenant applied for return of the security and pet damage deposits.

The Tenant appeared at the hearing with the Co-tenant. The Landlord appeared at the hearing and appeared for Landlord C.C. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

The Landlord confirmed receipt of the hearing package but stated that it was not received until March 31, 2021. The Landlord confirmed they were prepared to proceed with the hearing. The Landlord testified that they only received the Direct Request Worksheet from the Tenant and no further evidence. It was determined that none of the remaining evidence submitted by the Tenant was evidence that needed to be relied upon and therefore I did not address this issue further.

The Tenant confirmed receipt of the Landlords’ evidence.

A written tenancy agreement was submitted, and the parties agreed it is accurate. The parties agreed the tenancy ended in August of 2020.

At the end of the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties discussed settlement and came to an agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily. The parties confirmed they understood they could not make further claims in relation to this tenancy given term 4 of their settlement agreement. The Landlord confirmed understanding that Landlord C.C. would be bound by this agreement.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Landlords currently hold \$2,500.00 as the security and pet damage deposits.
2. The Landlords will return \$1,000.00 of the security and pet damage deposits to the Tenant.
3. The Landlords can keep \$1,500.00 of the security and pet damage deposits.
4. This agreement is in full and final satisfaction of all issues arising from this tenancy.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Tenant is issued a Monetary Order in the amount of \$1,000.00. If the Landlords do not return \$1,000.00 to the Tenant in accordance with the above settlement agreement, this Order must be served on the Landlords. If the Landlords do not comply with the

Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: April 19, 2021

Residential Tenancy Branch