



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The landlord, L.A. (the landlords) attended the hearing via conference call and provided affirmed testimony. The landlord, T.A. did not attend. The tenant, M.C. (the tenants) attended the hearing via conference call and provide affirmed testimony. The tenant, T.G. did not attend.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the landlords served each of the tenants with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 12, 2021. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been served as per sections 88 and 89 of the Act.

Extensive discussions took place with both parties over a 50 minute period.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The landlords agreed to cancel the application for a monetary claim in its entirety.

Both parties agreed that the tenants shall forfeit the \$312.50 security and the \$312.50 pet damage deposits to the landlords in lieu of any claim in damages that the landlords may have, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in this application for dispute resolution.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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: July 22, 2021

Residential Tenancy Branch