



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on November 16, 2020 (the “Application”). The Landlords applied as follows:

- To recover unpaid rent
- For compensation for damage caused by the tenant, their pets or guests to the unit or property
- To keep the security and pet damage deposits

This was a review hearing. The original hearing occurred March 08, 2021. Nobody attended the original hearing for the Landlords and the Application was dismissed without leave to re-apply. The Landlords were granted a review hearing in a decision issued March 18, 2021. The review hearing came before me July 22, 2021.

The Landlords and Tenants appeared at the review hearing. I explained the hearing process to the parties. 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.

The Landlords submitted evidence prior to the original hearing. The Tenants did not submit evidence. I addressed service of the review consideration decision issued March 18, 2021, new notice of hearing and Landlords’ evidence. The Tenants testified that Tenant S.S. received these and provided them to Tenant A.M. Tenant A.M. did not take issue with service.

I note that Tenant S.S. testified that they tried to submit evidence online but the link did not work and that they wanted to email the evidence to the RTB but this was not an

option. During the hearing, the Tenants mentioned submitting evidence after the hearing had started. I explained to the Tenants that evidence had to be submitted and served prior to the hearing and within the applicable timelines. I also told the Tenants that attempts to upload evidence do not change this because parties are expected to contact the RTB and seek assistance if they are not able to upload evidence online or are expected to submit evidence in another permitted manner such as in person at a Service BC Office.

A written tenancy agreement had been submitted as evidence. The Landlord testified that the written tenancy agreement in evidence is accurate. The Tenants testified that the written tenancy agreement in evidence is not accurate. However, the parties agreed there was a tenancy agreement between them and that this ended October 31, 2020. I also note that the parties disagreed about how much the security and pet damage deposits paid were. The Landlord testified that the security deposit paid was \$2,000.00 and the pet damage deposit paid was \$1,000.00. The Tenants testified that the security deposit paid was \$1,750.00 and the pet damage deposit paid was \$1,750.00.

During 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 hear and decide the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and 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 agreed to discuss settlement and a discussion ensued.

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.

Settlement Agreement

The Landlords and Tenants agree as follows:

1. The Landlords can keep the full security deposit and pet damage deposit. The parties acknowledge that they disagree about the amounts of the security deposit and pet damage deposit held by the Landlords; however, the parties agree the Landlords can keep the security deposit and pet damage deposit regardless of which party is correct about the amounts of these.
2. This settlement agreement is in full and final satisfaction of all issues between the Landlords and Tenants in relation to this tenancy and neither the Landlords nor the Tenants will file further Applications for Dispute Resolution with the RTB in relation to this tenancy.

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

Given the above, the original decision issued March 08, 2021 is set aside pursuant to section 82(3) of the *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 *Act*.

Dated: July 23, 2021

Residential Tenancy Branch