



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL -S, FFL, MNSD, FFT

Introduction

This hearing was scheduled to deal with monetary cross applications. The landlord applied for compensation for damage to the rental unit and authorization to retain the tenant's security deposit and pet damage deposit. The tenants applied for return of double the security deposit and pet damage deposit.

Both parties appeared and/or were represented at the hearing and the parties were affirmed.

I confirmed the landlord served the landlord's hearing materials to the tenants and the tenants received the materials.

The tenant testified that they sent their hearing materials and evidence to the landlords; however, the landlord's agent responded that they did not receive the tenant's materials. The tenant indicated his sister had done the serving and he tried to contact her during the hearing.

While waiting for the tenants' sister to respond, I suggested we start to hear the landlord's claims and the tenant's position. The parties were agreeable to this approach and during the hearing the parties turned their minds to resolving their disputes by way of a settlement agreement. I was able to facilitate a full and final settlement agreement between the parties and I have recorded it by way of this decision and the Monetary Order that accompanies it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

During the hearing, the parties mutually agreed upon the following term(s) in full and final settlement of any and all claims the parties may have against the other with respect to this tenancy:

1. The landlord shall retain \$1000.00 of the tenants' security deposit.
2. The landlord shall refund the balance of the security deposit and the tenant's pet damage deposit, plus interest, in the sum of \$1060.26.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order of mine to be binding upon both parties.

In light of the above, I authorize the landlord to retain \$1000.00 of the tenant's security deposit and I order the landlord to pay the tenants \$1060.26 without unreasonable delay. With this decision, I provide the tenants with a Monetary Order in the net amount of \$1060.26 to ensure payment is made to the tenants by the landlord.

Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded by way of this decision.

In recognition of the settlement agreement, I provide the tenants with a Monetary Order in the net amount of \$1060.26 to ensure payment is made to the tenants by the landlord.

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: May 09, 2023

Residential Tenancy Branch