



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, FFL  
                             MNSDB-DR, FFT

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlords and by the tenants. The landlords have applied for a monetary order for damage to the rental unit or property; an order permitting the landlords to keep all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenants for the cost of the application. The tenants have applied for a monetary order for return of the security deposit or pet damage deposit and to recover the filing fee from the landlords. The tenants' application was made by way of the Direct Request process, which was referred to this participatory hearing, joined to be heard with the landlords' application.

Both landlords and all 3 tenants joined the call, and confirmed that all evidence had been exchanged.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. The tenants' application is dismissed;
2. The landlords will keep the full security deposit and pet damage deposit;
3. The tenants will return the uncashed cheque that the landlords had sent to the tenant as partial repayment of the pet damage deposit;
4. This agreement is in full satisfaction of any and all claims between the parties with respect to this tenancy.

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.

### Conclusion

For the reasons set out above, and by consent:

The tenants' application is hereby dismissed without leave to reapply.

I hereby order the landlords to keep the security deposit and pet damage deposit in full satisfaction of the landlords' claim.

I hereby order that the tenants return the uncashed cheque that the landlords had sent to the tenants as a partial reimbursement of the pet damage deposit.

I further order that this agreement is in full satisfaction of any and all claims by the parties with respect to this tenancy.

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: August 01, 2023

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Residential Tenancy Branch