



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

Landlords: **MNRL-S, FFL**
Tenants: **MNSDB-DR, FFT**

Introduction

This hearing dealt with the Landlords' application under the *Residential Tenancy Act* (Act) for:

1. A Monetary Order to recover money for unpaid rent/utilities under sections 26, 46 and 67 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Tenants' cross application under the Act for:

1. An Order for the return of part or all of the security deposit and/or pet damage deposit under section 38 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

The hearing was conducted via teleconference. Landlord K.T. and Tenant T.T. attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (RTB) Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Parties agree that the Landlords may retain the Tenants' security deposit and pet damage deposit;
2. The Parties agree that these settlement terms satisfy all the parties' claims in Landlords' and the Tenants' applications, and in any future applications;
3. The Parties are ordered to comply with all these settlement terms; and,
4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

As this matter was settled, I do not grant recovery of the application filing fee paid by the Parties.

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: November 17, 2023

Residential Tenancy Branch