



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARK MCLEAN TOWNHOMES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was scheduled to deal with the tenant's application for return of a pet damage deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The tenants named two individuals as landlord in filing their application. The tenants testified that a hearing package was sent to each individual respondent by registered mail; however, the tenants did not have the registered mail tracking numbers to provide me. One of the individuals named as being a landlord appeared at the hearing. He stated the property is owned by a corporate entity and he is one of the owners of the corporation. The landlord stated that the corporate name should be used to name the landlord in this case. The name of the corporation was provided and the tenants were agreeable to amending their application to include the corporation as a named party to this dispute.

I noted that the tenants' documentary evidence included a number of email exchanges between the tenants and the landlord appearing at the hearing. I was satisfied that this individual meets the definition of landlord under the Act and he remains a named party to this dispute. Section 1 of the Act defines landlord to include any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
 - (i) permits occupation of the rental unit under a tenancy agreement, or
 - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;

As for the second named landlord, since she did not appear at the hearing and the tenants were unable to prove service upon this person, I excluded the second individual as a named party to this dispute.

The tenants stated that shortly after serving the landlord with their Application for Dispute Resolution, in early July 2016, the landlord mailed a refund cheque for the pet damage deposit to their forwarding address. As such, the tenants stated that they were seeking recovery of the filing fee they paid for this Application from the landlord. Initially, the landlord was not agreeable to compensating the tenants for the filing fee and I proceeded to hear from both parties.

After both parties had an opportunity to be heard and the requirements of the Act were discussed, the parties were able to reach a settlement agreement. I have recorded the settlement agreement by way of this decision and the Monetary Order that accompanies it.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

The parties mutually agreed upon the following settlement agreement in full and final satisfaction of this dispute:

1. The landlord shall pay to the tenants the sum of \$100.00.
2. The tenants waive any entitlement to doubling of the pet damage deposit.

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 settlement 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 terms an Order to be binding upon both parties.

In recognition of the settlement agreement, I order the landlord to pay the tenants \$100.00 and I provide the tenants with a Monetary Order in the amount of \$100.00 to ensure payment is made.

Conclusion

The parties resolved this matter by way of a settlement agreement that I have recorded in this decision. The landlord is to pay the tenants \$100.00 pursuant to the settlement agreement. The tenants are provided a Monetary Order in the amount of \$100.00 to ensure payment is made.

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: December 21, 2016

Residential Tenancy Branch