



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL -S, MNDCL -S, MNSD, FFL, FFT

Introduction

This hearing was scheduled to deal with monetary cross applications. The landlord applied for monetary compensation for damage to the rental unit and overholding; and, authorization to retain or make deductions from the tenants' security deposit and/or pet damage deposit. The tenants applied for return of their security deposit and pet damage deposit. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

Preliminary and Procedural Matters

I confirmed service of hearing materials upon each other.

The style of cause was amended, with consent, to correctly name the landlord in recognition that the property owner became deceased during the tenancy and the property is held by the estate of the deceased property owner which is represented by the person appearing at the hearing.

I noted that the last name of the deceased property owner was spelled differently on the two applications before me. The named used by the tenant is consistent with the tenancy agreement. The estate's personal representative stated the deceased property owner did use the two different spellings. With consent, I recognized the two different spellings in the style of cause.

I explained the hearing process to the parties, including the opportunity to settle, and I gave the parties the opportunity to ask questions about the process.

The parties indicated a willingness to resolve their dispute by way of a settlement agreement. I was able to facilitate a settlement agreement between the parties and I have recorded their agreement 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

Both parties were in agreement that the landlord has already partially refunded \$850.00 of the tenants' deposits and the landlord retained \$1450.00 of the tenants' deposits pending the outcome of this proceeding. In full and final settlement of any and all claims the parties may have against each other with respect to this tenancy, the parties agreed to the following:

1. The landlord shall deposit into the tenant's bank account the sum of \$650.00 by December 4, 2020.
2. The tenants shall be provided a Monetary Order with this decision, in the amount of \$650.00, to ensure payment is made as agreed upon.
3. The landlord is authorized to retain the remaining \$800.00 of the tenants' deposits.

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 to be binding upon both parties.

In recognition of the settlement agreement, I provide the tenants with a Monetary Order in the amount of \$650.00 to ensure payment is made by the landlord.

Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded in this decision and made binding upon both parties. In recognition of the settlement agreement, I provide the tenants with a Monetary Order in the amount of \$650.00 to ensure payment is made, as agreed upon.

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 03, 2020

Residential Tenancy Branch