

## **Decision**

**Dispute Codes:** MNR, MND, MNDC, MNSD, LRE, OLC, FF

### **Introduction**

This hearing dealt with two applications: 1) from the landlords for a monetary order for unpaid rent, compensation for damage or loss under the Act / regulation / tenancy agreement, retention of the security deposit, and recovery of the filing fee; 2) from the tenants for a monetary order for compensation for damage or loss under the Act / regulation / tenancy agreement, double return of the security deposit, an order instructing the landlords to comply with the Act / regulation / tenancy agreement, an order suspending or setting conditions on the landlords' right to enter the rental unit, in addition to recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either or both parties are entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the original term of tenancy was from December 1, 2008 to May 31, 2009. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$1,100.00 is payable in advance on the first day of each month. A security deposit of \$550.00 was collected on or about November 28, 2008.

The landlords issued a 1 month notice to end tenancy for cause dated August 31, 2009. Following this, as a result of an application by the tenants to cancel the notice to end tenancy, a hearing was held on October 19, 2009. By way of decision dated October 19, 2009, the dispute resolution officer recorded the agreement reached between the parties pursuant to section 63 of the Act. Specifically, it was agreed that the tenancy would end effective December 15, 2009 at 1:00 p.m., and an order of possession was

granted to the landlords to that effect. In concert with the foregoing, it was agreed that the notice to end tenancy, as above, with effective date of October 31, 2009 would be cancelled. Finally, it was agreed that the tenants would continue to pay rent up to December 15, 2009.

Subsequently, however, the tenants informed the landlords in late October of their intent to vacate the unit effective October 31, 2009. The parties hold different views as to whether or not an agreement was reached between them to this effect.

In any event, during the hearing the parties exchanged views on some of the circumstances surrounding the on-going dispute and undertook to achieve a final resolution of all issues.

### **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlords will retain the tenants' full security deposit;
- that the above agreement comprises full and final settlement of all issues of dispute arising from this tenancy for both parties, such that no further applications for dispute resolution in relation to this tenancy will be filed by either party.

As the parties have reached a mediated settlement of their dispute, their respective applications for recovery of the filing fee are hereby dismissed.

### **Conclusion**

Following from all of the above and pursuant to section 67 of the Act, I hereby order that the landlords retain the tenants' full security deposit. All other aspects of the applications are hereby dismissed without leave to reapply.

DATE: December 4, 2009

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Dispute Resolution Officer