

DECISION

Dispute Codes

MND MNDC FF

MNDC OLC LRE FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenants.

The Landlords filed seeking a Monetary Order for damage to the unit, site, or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

The Tenants filed seeking a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, to obtain an Order to have the Landlords comply with the Act, regulation, or tenancy agreement, to suspend or set conditions on the Landlords' right to enter the rental unit, and to recover the cost of the filing fee from the Landlords for this application.

Service of the hearing documents by the Landlords to the Tenants was done in accordance with section 89 of the *Act*, sent via registered mail. The Tenants confirmed receipt of the Notice of Dispute Resolution documents.

Service of the hearing documents by the Tenants to Landlords was done in accordance with section 89 of the *Act*, served personally. The Landlords confirmed receipt of the Notice of Dispute Resolution documents.

The Landlord, the Landlord's Agent, the Female Tenant, and the Male Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed

testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Are the Landlords entitled to a Monetary Order a) for damage to the unit, site, or property, and b) for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, pursuant to section 67 of the *Residential Tenancy Act*?

Are the Tenants entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, pursuant to section 67 of the *Residential Tenancy Act*?

Are the Tenants entitled to an Order to a) have the Landlords comply with the Act, regulation, or tenancy agreement, and b) to suspend or set conditions on the Landlords' right to enter the rental unit, pursuant to sections 62 and 70 of the *Residential Tenancy Act*?

Background and Evidence

The undisputed testimony was the month to month tenancy agreement began on September 1, 2009, however the Tenants were allowed to move into the rental unit early, on August 29, 2009. The monthly rent was payable on the first of each month in the amount of \$1,200.00 and the Tenants paid a security deposit of \$600.00 and a pet deposit of \$250.00 on September 1, 2009. On February 25, 2010, the Tenants provided the Landlords with written notice to end the tenancy effective April 1, 2010. Both parties completed a move-in inspection report on September 1, 2009 and a move-out inspection report on April 1, 2010.

The Landlords mailed a cheque to the Tenants on approximately April 10, 2010 in the amount of \$850.00 as full refund of the security and pet deposits. The Tenants confirmed receipt of the Landlord's cheque and advised that they have not cashed the cheque as of yet.

The Tenants mailed their cheque # 232 to the Landlords on April 12, 2010, in the amount of \$135.90 as payment in full for the final hydro and natural gas bills. The Landlords confirmed they have not received this cheque.

Analysis

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the Tenants withdraw their application; and
2. the Landlords withdraw their application; and
3. the Tenants will pay the Landlords **\$157.50** as payment in full for the damaged window; and
4. If the Tenants fail to pay the Landlords the \$157.50 in damages then the Landlords are at liberty to serve the enclosed monetary order on the Tenants; if the payment is received by the Landlords and the cheque clears the bank then the monetary order is void and of no force or effect; and
5. If the Landlords' cheque of **\$850.00**, previously issued to the Tenants does not clear the bank then the Tenants are at liberty to serve the enclosed monetary order on the Landlords; if the cheque does clear the bank then the monetary order is void and of no force or effect; and
6. If the Tenants' cheque of **\$135.90**, issued to the Landlords for utilities does not clear the bank then the Landlords are at liberty to serve the enclosed monetary order on the Tenants; if the cheque does clear the bank then the monetary order is void and of no force or effect; and
7. in consideration for this mutual settlement all parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

The Tenants' decision will be accompanied by a monetary order in the amount of **\$850.00**. If served on the Landlords, in accordance with this settlement agreement, the Order may be filed in Small Claims Court and enforced as an order of that Court.

The Landlords' decision will be accompanied by two monetary orders in the amounts of **\$135.90** and **\$157.50**. If served on the Tenants, in accordance with this settlement agreement, the Orders may be filed in Small Claims Court and enforced as orders of that Court.

As this matter was settled, I decline to award the parties recovery of their respective filing fees for the cost of the applications.

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: April 13, 2010.

Dispute Resolution Officer