



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, RPP, OPR, OPB, MND, MNR, FF, O,

Introduction

This hearing dealt with applications from the landlords and the tenants pursuant to the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession for unpaid rent and for breach of their tenancy agreement pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- other unspecified remedies.

The tenants applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all of their security deposit pursuant to section 38;
- an order requiring the landlords to return the tenants' personal property pursuant to section 65;
- authorization to recover their filing fee for this application from the landlords pursuant to section 72; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlords confirmed that they received both the tenants' original and amended dispute resolution hearing packages served on September 20, 2012 and October 8, 2012. The tenants confirmed that they received the landlords' dispute resolution hearing package sent by registered mail on October 15, 2012. I am satisfied that both parties served one another with their dispute resolution hearing packages in accordance with the *Act*.

At the hearing, the parties confirmed that they had exchanged their written evidence packages with one another. The tenants did not dispute the landlords' claim that the tenants had not sent them a flash drive containing a portion of the tenants' evidence. Since the male tenant confirmed that he had not sent this flash drive containing digital evidence to the landlords, this evidence was not to be considered at this hearing.

At the commencement of the hearing, the parties agreed that the tenants vacated the rental unit by early October 2012, so there was no need to consider the landlords' applications for an end to this tenancy and an Order of Possession. The landlords' application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Which of the parties are entitled to monetary awards arising out of this tenancy? Which of the parties are entitled to the tenants' security deposit? Are either of the parties entitled to recover their filing fees from the other party? Should any other orders be issued?

Background and Evidence

This periodic tenancy began on April 1, 2012 on the basis of a March 24, 2012 written tenancy agreement entered into written evidence by the tenants. Monthly rent was set at \$875.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$400.00 security deposit paid on March 24, 2012.

This tenancy ended on October 3, 2012, after the tenants had served the landlords on September 15, 2012 with their written notice to end this tenancy by October 15, 2012. The landlords said that they did not receive the tenants' written notice to end this tenancy until September 17, 2012. The landlords also issued a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) which they handed to the tenants on September 19, 2012. The effective date of the landlord's 10 Day Notice was September 29, 2012.

The tenants' original application for a monetary award of \$300.00 was amended to an application for a monetary award of \$2,000.00. The landlords applied for a monetary award of \$2,935.00.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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. During the hearing, the parties discussed the issues between them, engaged in a

conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final resolution of their applications for dispute resolution under the following terms:

1. Both parties agreed that all monetary issues in dispute arising out of this tenancy and their applications for dispute resolution are resolved by the landlords' agreement to return the tenants' \$400.00 security deposit to the tenants to the tenants' mailing address as soon as possible.
2. The tenants agreed to send the landlords written confirmation that they have received the landlords' return of their security deposit as soon as they receive the return of the \$400.00 security deposit from the landlords.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy and that neither party will pursue any further applications for dispute resolution arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$400.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlords do not abide by the terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: October 25, 2012

Residential Tenancy Branch