



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF, O, MNR,

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenants, and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a monetary order for \$450.00 and a request for recovery of the \$50.00 filing fee.

The landlord's application is a request for a monetary order for \$550.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

This tenancy began on November 1, 2012, and the tenants vacated on November 5, 2012

The tenants had paid rent and a security/pet deposit, and when they vacated the landlord's returned \$1150.00.

The tenants testified that:

- When they signed the tenancy agreement the landlord was aware that they needed parking for three vehicles.
- At the beginning of the tenancy they paid \$1600.00 combined rent and security/pet deposits.
- They moved on to the property on November 1, 2012, and by November 2 the landlord told them they had to move their vehicles off the property.
- They felt this was a breach of the tenancy agreement and since the compromise offered by the landlord was not acceptable to them they requested that all their money be returned so they could move elsewhere.
- The landlords originally refused to return their money until they threaten to bring a civil suit against the landlords, at which point landlords made them an offer to return \$1150.00, which they accepted, and they vacated the rental unit by November 5, 2012.
- They are now asking for the landlord to return the remaining \$450.00, since they never did live in the rental unit.

The landlords testified that:

- In the tenancy agreement it states that there is parking for two vehicles, not three vehicles and it is their belief that there was sufficient space to park two vehicles on this rental property.
- There is a duplex on this property and when the tenants first moved onto the rental property, they parked one of their vehicles on the other tenant's portion of the yard and therefore they were asked to move that vehicle.
- The tenants were even offered some alternate parking nearby however they declined that offer.
- The tenants stated they wanted to move out of the rental unit and wanted all of their money back, however they felt this was unreasonable and therefore they made an offer to the tenants to return \$1150.00 of the money to settle the matter.
- The tenants accepted that offer and the \$1150.00 was paid to them.
- Since the tenants now want to back out of the agreement, they feel the tenants should now pay the full rent.
- Further, the tenants did not pay \$1600.00 when they moved into the rental unit, they paid \$1500.00 and were credited \$100.00 to do cleaning that they said was required, however they never did any cleaning. They are therefore asking that the tenants now also pay that \$100.00.

Analysis

It's my decision that I will not allow either of the claims brought by the tenants or the landlords.

Shortly after moving into the rental unit the tenants became dissatisfied with the parking situation at the rental property and requested the return of all monies paid, and when the landlords refused to return all their money they threaten civil action.

As a result of the threat of civil action the landlords clearly made an offer to settle the matter, and the tenants accepted that offer, and the agreement was sealed through the exchange of funds in the amount of \$1150.00.

It is my finding that both the landlords and the tenants met their obligations under the settlement agreement, and therefore neither the landlords nor the tenant's have the right to any further claims against the other.

Conclusion

Both the tenant's and the landlord's applications are dismissed in full without leave to reapply.

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: February 15, 2013

Residential Tenancy Branch

