



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for 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, for unpaid rent or utilities, and authorization to retain the tenants' security deposit, and to recover the filing fee.

The male tenant and an agent for landlords (the "agent") attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed receiving the evidence package from the landlords and that the tenants had the opportunity to review the evidence prior to the hearing. The male tenant confirmed that the tenants did not submit evidence in response to the landlords' application. I find the tenants were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenants owe the landlord **\$986.50** comprised of \$850.00 in unpaid May 2013 rent and \$136.50 for carpet cleaning and the tenants surrender their full security deposit of \$425.00 which reduces the total amount owing by the tenants to the landlord to **\$561.50**
2. The tenants will pay the landlord \$561.50 by July 12, 2013 by 4:00 p.m. by "Interac e-transfer". The landlord's email address was confirmed during the hearing.

3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$561.50, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.
4. The landlord agrees to waive the recovery of the filing fee as part of this settled agreement.
5. The parties agree that this settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement above.

I authorize the landlords to retain the tenants' full security deposit as per the mutually settled agreement of the parties described above.

I grant the landlord a monetary order in the amount of \$561.50 which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: July 08, 2013

Residential Tenancy Branch

