



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the tenants: MNSD  
For the landlords: MNSD FF

### Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”). The tenants applied for a monetary order for the return of their security deposit and pet damage deposit. The landlords applied for a monetary order to keep all or part of the security deposit or pet damage deposit, and to recover the filing fee.

The tenants and the landlords attended the hearing. The parties had the hearing process explained to them and 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 parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. I find the parties 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 will surrender \$122.46 of their \$1,000.00 in deposits (comprised of a \$750.00 security deposit and \$250.00 pet damage deposit) towards the cost of an electrician to repair the electrical panel in the rental unit.

2. The landlords agree to return the remainder of the tenants' deposits in the amount of **\$877.54** to the tenants by mailing a cheque by **August 26, 2013**.
3. The tenants are granted a monetary order in the amount of \$877.54 which will have no force or effect if the landlords pay the tenants in accordance with #2 above, and the cheque for \$877.54 is received and cashed by the tenants.
4. Both parties withdraw their respective applications in full as part of this settlement agreement.
5. The landlords waive their filing fee as part of this settlement agreement.
6. Both parties agree that this settlement agreement represents a full and final settlement of all matters related to the 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 settled agreement described above.

I grant the tenants a monetary order in the amount of \$877.54 which will be of no force or effect if the amount owing has been paid as described above. If the landlords do not pay the amount as described above, this order must be served on the landlords and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

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: August 19, 2013

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Residential Tenancy Branch

