



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNDC MNSD FF

For the landlords: MNR MNSD MNDC 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of all or part of their security deposit, and to recover their filing fee.

The landlords applied for a monetary order for unpaid rent, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover their filing fee.

Tenant NS, and agent for the landlord, FL, (the “agent”) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

Preliminary and Procedural Matter

At the outset of the hearing, tenant NS was advised that due to the tenants submitting their evidence late and not in accordance with the rules of procedure, the tenants’ evidence packages dated September 17, 2013, and September 19, 2013 were being excluded from the hearing.

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 **\$1,272.00** in unpaid rent for the months of March 2013 and April 2013.
2. The parties agree that the landlord is entitled to retain \$1,272.00 from the tenants' \$2,000.00 security deposit and the landlord agrees to return the tenants' security deposit balance of **\$728.00** to the tenants via tenant NS by Interac e-mail money transfer by **October 8, 2013 at 4:00 p.m.** The e-mail address of tenant NS was confirmed by both parties during the hearing.
3. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.
4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
5. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of \$728.00 which will be of no force or effect if the landlord pays the tenants in accordance with #2 above.

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 settlement agreement described 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: September 24, 2013

Residential Tenancy Branch

