



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the tenants' application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenants applied for return of double the security deposit and pet damage deposit, and to recover the filing fee.

Tenant SL, and a support for tenant SL and landlord, KK, 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.

Both 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*.

Preliminary and Procedural Matter

Landlord KK requested to be added to the tenants' application as a respondent LL as the tenants only named his spouse, landlord AB. Tenant SL consented to the amendment during the hearing, and as a result, landlord KK was added to the tenants' application as the second respondent landlord.

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 landlords will pay the tenants, via tenant SL, the amount of **\$2,750.00** which is comprised of the full \$1,350.00 security deposit, the full \$1,350.00 pet damage deposit, and the \$50.00 filing fee to be post-marked and mailed to tenant SL by **October 28, 2013 by 1:00 p.m.**

2. The tenants are granted a monetary order in the amount of \$2,750.00 which will have no force or effect if the landlords pay the tenants in accordance with #1 above.
3. The tenants waive their right to double their security deposit and pet damage deposit under the *Act*.
4. The tenants withdraw their application in full as part of this settlement agreement.
5. Both parties agree that this settlement 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.

I grant the tenants a monetary order in the amount of **\$2,750.00** 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, the tenants must serve this order on the landlords and this order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: October 11, 2013

Residential Tenancy Branch

