



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAXIMUM INCOME PROPERTY MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF
 MNDC MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by both the Landlord and the Tenants.

The Landlord filed on September 11, 2013, to obtain a Monetary Order for: unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee from the Tenants for this application.

The Tenants filed on October 9, 2013, to obtain a Monetary Order for: money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for the return of their security deposit; and to recover the cost of the filing fee for their application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The parties confirmed they entered into a fixed term tenancy agreement that began on June 27, 2013 and was set to end on June 30, 2014. Rent was payable on the first of each month in the amount of \$850.00 and on or before June 27, 2013, the Tenants paid \$425.00 as the security deposit. The Tenants ended the tenancy by vacating the unit sometime around the end of August 2013.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

1. Both parties withdrew their application for dispute resolution;
2. The Landlord will retain the Tenants' security deposit of \$425.00;
3. The Tenants will pay the Landlord \$450.00; and
4. Both parties agreed this settlement agreement constituted a final and binding resolution of all issues currently in dispute at this time arising out of this tenancy.

Conclusion

The parties agreed to settle these matters pursuant to section 63 of the *Act*.

The Landlord has been issued a Monetary Order in the amount of **\$450.00** in support of this settlement agreement. This Order is legally binding and must be served upon the Tenants. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: December 19, 2013

Residential Tenancy Branch

