



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNSD FF
For the landlord: MNR MND 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 and the landlord 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 from the other party prior to the hearing. I find the parties were served in accordance with the *Act*.

Preliminary and Procedural Matter

At the outset of the hearing, the landlord’s Application was amended to include a request for damages to the unit, site or property as I find the landlord’s application details clearly indicated that it was the intention of the landlord to include that code in their Application. As a result, I have amended the landlord’s application pursuant to section 64 of the *Act* to include dispute code “MND”, which is a landlord request for a monetary order for damage to the unit, site or property.

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 landlord may retain \$136.46 of the tenants' \$575.00 security deposit as compensation for carpet cleaning.
2. The landlord agrees to pay the tenants the balance of the tenants' security deposit owing in the amount of **\$438.54** by cheque to be postmarked and mailed by **December 4, 2013**. The mailing address of the tenants was confirmed during the hearing.
3. Both parties agree to withdraw their respective applications in full as part of this settlement agreement and the parties agree to waive their filing fees.
4. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$438.54**, which will be of no force or effect if the amount owing has been paid by the landlord in accordance with #2 above and the cheque is successfully cashed by the tenants.
5. The parties agree that this mutually 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.

The tenants have been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$438.54, which will be of no force or effect if the amount owing has been paid by the landlord in accordance with #2 above and the cheque is successfully cashed by the tenants.

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: December 3, 2013

Residential Tenancy Branch