



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON ADVANTAGE PROPERTY MGMT.
and [tenant name suppressed to protect privacy]

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 their security deposit, and to recover the filing fee.

The male tenant, DJ, and two agents for 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.

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 landlord will return the tenants full security deposit of \$612.50 plus half of the filing fee in the amount of \$25.00 for a total of **\$637.50** on **December 4, 2013 by cheque**.
2. The tenants agree to pick up the cheque described in #1 above on December 4, 2013 from the landlord between 9:00 a.m. and 5:00 p.m. The address of the landlord was confirmed between the parties during the hearing.
3. The landlord will immediately cancel the original security deposit cheque #6683 issued to the tenants dated August 14, 2013.
4. The tenants withdraw their application in full and waive their right to double their security deposit under the *Act* as part of this mutually settled agreement.

5. The parties agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.
6. The tenants are granted a monetary order in the amount of \$637.50 which will have no force or effect if the parties comply with #1 and #2 above, and the tenants successfully cash the cheque issued by the landlord.

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 are granted a monetary order in the amount of \$637.50 which will have no force or effect if the parties comply with #1 and #2 above, and the tenants successfully cash the cheque issued by the landlord. Should the tenants require enforcement of monetary order, the monetary order must be served on the landlord and 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: December 3, 2013

Residential Tenancy Branch

