



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNSD FF

For the landlords: MND 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 the return of their security deposit under the *Act*, return of their move-in fee, for compensation for the cost of photofinishing, for compensation for lost wages, and for recovery of the filing fee. The landlords applied for a monetary order for unpaid rent or utilities, for their move-in and move-out fees, for \$500.00 in damages, and to recover their filing fee.

Tenant “ST”, landlord “MN”, and a witness for the landlord, 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.

The parties confirmed that they were served with the evidence package from the other party and 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 Matters

During the hearing, the landlord requested to reduce their claim by \$100.00 as the landlord stated that they did not suffer a loss of \$100.00 for the move-out fee, as a move-out fee was not paid by either party. I find a reduction of the landlords’ monetary

claim does not prejudice the tenants, and will allow the landlords to reduce their monetary claim by \$100.00 as a result.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The tenants agree that they owe the landlords \$1,000.00 for January 2014 rent due to providing insufficient notice to end the tenancy under the *Act* to the landlords.
2. The tenants agree to surrender their full security deposit of \$500.00 towards the amount owing in #1 above, resulting in a balance owing by the tenants to the landlords of \$500.00.
3. Further to #2 above, the tenants agree to pay the \$100.00 move-in fee to the landlords, which results in a total amount owing by the tenants to the landlords in the amount of **\$600.00**.
4. The tenants withdraw their claims for photofinishing costs and loss of wages, and the landlords withdraw their claim for damages.
5. The tenants agree to pay the landlords a minimum of **\$100.00** per month until such time that the full amount of \$600.00 has been paid in full by the tenants, the first payment of which will be on **March 14, 2014 by 5:00 p.m.**, by Interac e-mail money transfer and will continue each month on the 14th day of each month until the full amount of \$600.00 has been paid by the tenants. The parties confirmed the e-mail address of the landlord during the hearing for the purposes of the e-mail money transfers.
6. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$600.00**, pursuant to #3 and #5 above, which will be of no force or effect if the amount owing has been paid in accordance with #5 above, and the payments have been successfully received by the landlords.
7. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement, to waive their respective filing fees, and 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 conditions of their mutually settled agreement described above.

The landlords have been granted a monetary order in the amount of \$600.00 which will be of no force or effect if the amount owing has been paid in accordance with #5 above, and the landlords have successfully received the payments described above from 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: February 14, 2014

Residential Tenancy Branch

