



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR, MNSD, FF
CNR, ERP, RP, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords and the Tenants.

The Landlords applied for an Order of Possession and a Monetary Order for unpaid rent or utilities and to keep the Tenants’ security deposit. The Tenants applied to: cancel the notice to end tenancy; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and for the Landlord to make repairs and emergency repairs. Both parties also applied to recover their filing fee for the cost of making their Application.

One of the Landlords appeared for the hearing with a translator and both Tenants appeared. The parties provided affirmed testimony during the hearing as well as written evidence in advance of the hearing. However, I only considered the written evidence that had been provided by the parties that met the Rules of Procedure. At the start of the hearing, I determined that both parties had served a copy of their Application and the Notice of Hearing documents in accordance with section 89(1) (c) of the Act. The Landlord confirmed receipts of the Tenants’ Application but the Tenants denied receipt of the Landlord’s Application. The Landlord provided a copy of the Canada Post tracking number during the hearing as evidence for the service of their Application. As a result, I determined that the Tenants had been deemed served in accordance with section 90(a) of the Act.

At the start of the hearing, the Landlords and Tenants confirmed that the Tenants had moved out of the rental suite and the only determination to be made in this hearing was on both parties’ monetary claims and the filing fees. As a result, I dismissed the remainder portions of the Landlords’ and Tenants’ Applications.

In relation to the parties’ monetary claims, the parties disagreed with each other on the amount of the security deposit that had been paid at the start of the tenancy by the Tenants. While both parties agreed that a security deposit had been paid by the Tenants, neither party was able to provide corroborating evidence on the amount that had been paid.

However, after a lengthy discussion between the parties, they decided to settle their respective monetary claims through a mutual agreement. The Landlords and Tenants were asked at the end of the hearing to confirm the terms and conditions recorded below, which they did.

Analysis & Conclusion

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 both applications.

Both parties agreed to settle **both** applications **in full** under the following terms:

1. The Tenants and Landlords agreed to settle **all** of the matters associated with the tenancy by allowing the Landlords to keep the Tenants' full amount of the security deposit paid at the start of the tenancy.
2. The Tenants agreed to pay the Landlord \$700.00 in monetary compensation in unpaid rent to be paid to the Landlords forthwith.
3. As a result, the Landlords are issued with a Monetary Order for \$700.00 which the Landlords can enforce if the Tenants fail to make the above payment.

This agreement is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy documented above. Both files are now closed and the parties agreed that no further Applications will be made.

For the reasons set out above, I grant the Landlords a Monetary Order in the amount of **\$700.00** pursuant to section 67 of the Act. This order must be served on the Tenants and may be then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenants fail to make payment in accordance with the above agreed conditions.

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: June 06, 2014

Residential Tenancy Branch

