



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of double the amount of her security deposit, for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”), and to recover the filing fee.

The Landlords and the Tenant appeared for the hearing and no issues were raised by any of the parties in relation to the service of the hearing documents and written evidence in accordance with the Act and Rules of Procedure.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Landlords had submitted written evidence in relation to damages to the rental suite alleged to be caused by the Tenant, but they had not made an Application to deal with this in this hearing. In light of this, after both parties had presented their evidence and made submissions to me, the parties decided that all of the issues associated with this tenancy would be better dealt with through a mutual agreement.

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.

The Landlords agreed to settle the Tenant’s Application **in full** by paying the Tenant \$1,950.00 in monetary compensation.

The Tenant is issued with a Monetary Order in the amount of **\$1,950.00** which is enforceable in the Small Claims court **if** the Landlords fail to make the above payment forthwith under the terms of this settlement agreement.

This agreement and order is fully binding on the parties and is in **full and final** satisfaction of **all** the issues associated with the tenancy. This file is now closed.

The Landlords are cautioned to keep written records of the above transaction in relation to this agreement.

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 11, 2014

Residential Tenancy Branch

