



# 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 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 landlord applied for a monetary order for damages to the unit, site or property, to keep all or part of the tenants’ security deposit, and to recovery the filing fee. The tenants applied for the return of their security deposit, and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement for “part rent and move costs back”.

The tenants, the landlord, and an agent for the landlord (the “agent”) 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 documentary evidence package from the other party and that they had the opportunity to review the documentary evidence from the other party prior to the hearing. I find the parties were served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed on the following conditions by way of a mutually settled agreement:

1. The parties agree that the landlord will return the tenants' security deposit of \$425.00 and pet damage deposit of \$425.00, for a total of **\$850.00** in combined deposits to the tenants **by July 9, 2014**.
2. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$850.00**, which will be of no force or effect if the amount owing has been paid by the landlord in accordance with #1 above and the cheque is successfully cashed by the tenants.
3. The parties agree to withdraw the remainder of their respective applications and reserve their right to reapply as follows. The landlord for damages and cleaning costs, and the tenants for compensation for partial return of rent and moving costs.
4. The landlord waives his filing fee, and the tenants filing fee was already waived.
5. The tenants waive any rights under the *Act* to double their security deposit or pet damage deposit.

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 \$850.00, which will be of no force or effect if the amount owing has been paid by the landlord in accordance with #1 above and the cheque is successfully cashed by the tenants. Should the tenants require enforcement of the monetary order, the tenants must serve the landlord with the monetary order and may file the monetary order in the Provincial Court (Small Claims) to be enforced as an order of that court.

I note that by withdrawing their respective applications does not extend any applicable time limits under the *Act*.

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: June 26, 2014

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Residential Tenancy Branch

