



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF  
                                 MNSD, FF

### Introduction

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

The Landlords applied for a Monetary Order for unpaid rent, damage to the rental unit, to keep the Tenants’ security deposit, and for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”). The Tenants applied for the return of their security deposit. Both parties also applied to recover the filing fee for the cost of making their Application.

Both Tenants and one of the Landlords appeared for the hearing and provided affirmed testimony during the hearing as well as documentary evidence in advance of the hearing.

No issues were determined in relation to the service of the Applications and written evidence in accordance with the Act and Rules of Procedure.

At the start of the hearing, I confirmed that the Tenants had paid a \$900.00 security deposit to the Landlords. I then determined that the Landlords had made their Application to keep the Tenants’ security deposit in accordance with the time limits stipulated by Section 38(1) of the Act.

The Landlords provided a large amount of evidence and submissions in relation to their monetary claim for unpaid rent and utilities as well as damage to the rental suite. The Tenants provided lengthy oral submissions to rebut the Landlords’ evidence.

At the end of the submissions, I offered the parties a chance to engage in a discussion around the settling of the Applications through mutual agreement.

The parties had a discussion, and after some lengthy submissions by both parties they turned their minds to compromise and achieved a resolution of both disputes through settlement.

### Settlement Agreement

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.

Both parties **agreed** to settle their respective disputes **in full** as follows:

- The Tenants consented to the Landlord deducting **\$630.00** from their security deposit of \$900.00.
- The Landlords will return the remaining balance forthwith to the Tenants in the amount of **\$270.00**.
- This is in **full** satisfaction of the Tenants' **and** the Landlords' Application.
- The Tenants are issued with a Monetary Order in the amount of \$270.00 which is enforceable in the Small Claims court **if** the Landlords fail to return the above amount.
- The Landlords are cautioned to ensure that documentation is retained in relation to the making of the payment in accordance with this 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 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: August 13, 2014

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Residential Tenancy Branch

