



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing was convened in relation to cross applications of the tenants and landlord.

The landlord's application, pursuant to the *Residential Tenancy Act* (the Act), sought:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

The tenants' application sought:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both tenants appeared. The landlord was represented at the hearing by its two agents.

Neither party raised any issue with service of documents.

## Background

This tenancy began October 2014 and ended 23 December 2014. Monthly rent was \$980.00. At the beginning of the tenancy, the tenants provided a security deposit to the landlord in the amount of \$490.00

## Analysis

At the beginning of the hearing, I canvassed the issue of settlement with the parties. The tenants proposed a settlement offer that the landlord's agent accepted.

Pursuant to section 63 of the Act, an 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 their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlord agreed to withdraw its application.
3. The landlord agreed to return the tenants' security deposit to the tenants in the amount of \$490.00 to the tenants.
4. Both parties agreed that no further claim would be brought in respect of this tenancy.

Each party stated that they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

I thank the parties for their cooperation in settling these disputes.

## Conclusion

The tenants' application is withdrawn.

The landlord's application is withdrawn.

The monetary order is to be used if the landlord does not pay \$490.00 to the tenant(s) in accordance with their agreement. The tenants are provided with this order in the above terms and the tenants should serve the landlord with this order so that it may enforce it in the event that the landlord does not pay the outstanding rent as set out in their agreement. Should the landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: May 11, 2015

---

Residential Tenancy Branch

