



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened in relation to the parties' cross applications.

The landlords' application was for:

- a monetary order 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 their filing fee for this application from the tenants pursuant to section 72.

The tenants' application was for:

- 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;
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

The landlord LF appeared. LF confirmed he had full authority to act on behalf of the landlord SC. The tenant BR appeared. BR confirmed he had full authority to act on behalf of the tenant LSR.

The parties elected to engage in settlement discussions. Throughout the course of those discussions the parties showed great respect to this process and, more importantly, each other. Through those discussions the parties were able to reach a settlement in respect of all outstanding issues in relation to this tenancy. I thank the parties for their respectful conduct and assistance in reaching a resolution to these disputes.

Analysis

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 landlords agreed to withdraw their application
3. The landlords agreed to return the tenants' security deposit in the amount of \$1,275.00.
4. Both parties agreed that there would be no further application to the Residential Tenancy Branch in respect of this tenancy.

Both parties 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.

Conclusion

The tenants' application is withdrawn. The landlords' application is withdrawn.

The monetary order is to be used if the landlords do not pay \$1,275.00 to the tenants in accordance with their agreement. The tenants are provided with this order in the above terms and the tenants may serve the landlords with this order so that the tenants may enforce it in the event that the landlords do not return the tenants' security deposit. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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: June 19, 2015

Residential Tenancy Branch

