



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing was convened in relation to the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- authorization to retain all or a portion of the tenant's security deposit; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

This hearing was also convened in relation to the tenant's application pursuant to the Act for:

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;
- compensation pursuant to subsection 38(6); and
- authorization to recover her filing fee for this application from the landlords pursuant to section 72.

The landlord LB (the landlord) attended the hearing and confirmed she had authority to act on behalf of the landlord JB. The tenant attended the hearing.

Each party in attendance confirmed receipt of the other party's application and evidence.

### Background

This tenancy began 1 April 2014 and ended 31 March 2015. Monthly rent of \$1,300.00 was due on the first.

### Reading of Section 38

At the hearing and with the parties' permission, I read section 38 to the parties. In particular, I highlighted subsections 38(1) and 38(6) of the Act. I set out the range of possible outcomes in these applications: a monetary order in the landlords' favour in the amount of \$235.00 to a monetary order in the tenant's favour in the amount of \$900.00.

### 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 tenant agreed to withdraw her application.
2. The landlords agreed to withdraw their application.
3. The landlords agreed to pay to the tenant \$450.00.
4. The tenant and the landlords agreed that no further claims by either party would be filed with the Residential Tenancy Branch for this tenancy that has ended.

The tenant stated that she understood the terms of this agreement. The landlord confirmed she had authority to bind the landlord JB to this agreement and stated that she 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 tenant's application is withdrawn. The landlords' application is withdrawn.

The monetary order is to be used if the landlord(s) do(es) not pay \$450.00 to the tenant in accordance with their agreement. The tenant is provided with this order in the above terms and the tenant should serve the landlords with this order so that the tenant may enforce it in the event that the landlord(s) does not pay the outstanding amount as set out in their agreement. 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 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: September 23, 2015

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Residential Tenancy Branch

