



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF (Landlords' Application)
 MNSD, FF (Tenants' Application)

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 damage to the rental unit and to keep the Tenants' security and pet damage deposits. The Tenants applied for the return of their security and pet damage deposit. Both parties also applied to recover the filing fee from each other for the cost of making their Application.

The female Landlord and both Tenants appeared for the hearing and provided affirmed testimony during the hearing. The parties confirmed receipt of each other's Application and documentary evidence prior to the hearing. The Tenants had submitted two pages of late evidence to the Landlords and to the Residential Tenancy Branch. This evidence pertained to character references. As this evidence had not been served in accordance with the time limits provided by the Rules of Procedure, I declined to consider this evidence. The Tenants also consented to hearing the Landlords' monetary claim in the amount of \$8,562.85, even though this amount had not been amended on the Landlords' Application pursuant to the Rules of Procedure.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The parties provided evidence in relation to their Applications. However, the Landlords had provided photographic evidence which was served to the Tenants and the Residential Tenancy Branch in black and white. When the Landlord referred to these during the hearing, the details shown in the black and white photographs could not be seen by either the Tenants or me. Therefore, the parties agreed to adjourn the hearing to allow the Landlords to serve the color photographs. However, before the hearing concluded, the Tenants put forward an offer of mutual settlement to resolve both

Applications. The Landlord took some time to consider the offer and after some negotiation the parties were able to reach settlement of this dispute.

Pursuant to Section 63 of the *Residential Tenancy 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. The parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of the dispute.

Settlement Agreement

Both parties agreed to settle both Applications **in full and final satisfaction** of all the issues associated with this tenancy. The Tenants allowed the Landlords to keep their security and pet damage deposit in the amount of \$825.00. In addition, the Tenants agreed to pay the Landlords \$175.00 in further compensation. This is to be paid in two installments; \$100.00 by the end of November 15, 2015 and \$75.00 by the end of November 2015.

The Landlords are issued with a Monetary Order in the amount of **\$175.00** which is enforceable in the Small Claims court **if** the Tenants fail to make payment in accordance with this agreement. Copies of this order are attached to the Landlords' copy of this Decision. The Tenants should retain documentary evidence of payment made to the Landlords 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 this tenancy. The parties confirmed their voluntary nature of the agreement to resolution in this matter during and at the end of the hearing. Both files are now closed.

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: October 19, 2015

Residential Tenancy Branch

