



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNSD OLC FF
For the landlord: MND MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied for a monetary order for the return of double their security deposit and pet damage deposit, for an order directing the landlord to comply with the *Act*, and to recover the cost of the filing fee.

The landlord applied for a monetary order for damage to the unit, site or property, for authorization to keep all or part of the security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Tenant R.C., who was representing both tenants, the landlord, and the landlord's spouse attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they received the documentary evidence from the other party prior to the hearing and that they had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord will return **\$777.31** of the tenants' security deposit and pet damage deposit which includes interest by **October 23, 2015 by 5:00 p.m.** by Interac e-Transfer payment.
2. The parties agree to withdraw their respective applications in full and waive their respective filing fees as part of this mutually settled agreement.
3. The parties agree that this mutually settlement agreement represents a full and final settlement of all matters related to this tenancy.
4. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$777.31**, which will be of no force or effect if the landlord complies with #1 above and the tenants successfully receive the full amount owing to them.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The tenants have been granted a monetary order in the amount of \$777.31 which will be of no force or effect if the amount owing has been paid in accordance with #1 above. Should the tenants have to enforce the monetary order, the order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 22, 2015

Residential Tenancy Branch

