



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF, O (Landlord's Application)
CNL, MNSD, MNSD, OLC, RR, FF, O (Tenants' Application)

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord on September 2, 2015 and by the Tenants on September 30, 2015.

The Landlord applied for the following issues: to keep the Tenants' security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover the filing fee from the Tenants. The Tenants applied for the following issues:

- to cancel a notice to end tenancy;
- for the return of the Tenants' security deposit;
- for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement;
- for the Landlord to comply with the Act, regulation or tenancy agreement;
- to reduce rent for services agreed upon but not provided;
- for "Other" issues; and,
- to recover the filing fee.

The Landlord appeared with his agent who was also the property manager for the rental unit. The Tenants also appeared for the hearing. All the participants provided affirmed testimony. The parties confirmed receipt of each other's Application and that documentary evidence that was presented during the hearing. The parties also confirmed that the tenancy had ended and only the parties' monetary claims were to be heard in this hearing.

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.

Over the course of the two hour hearing, the parties provided testimony and evidence in relation to their Applications. At the end of the hearing, I offered the parties an opportunity to settle both Applications in full and final satisfaction by way of mutual agreement. The parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of the dispute through a settlement agreement.

Settlement Agreement

Pursuant to Section 63 of the 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.

Both parties agreed to offset their monetary claims with each other. As a result, the Tenants agreed that the Landlord can keep the Tenants' security deposit and the compensation payable to them under a two month notice to end tenancy. The Landlord agreed to pay the Tenants the balance of \$400.00 to settle their Application.

The Tenants are issued with a Monetary Order in the amount of **\$400.00** which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are attached to the Tenants' copy of this Decision. The Landlord should retain documentary evidence of payment made to the Tenants 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. No further Applications are permitted. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and the parties understood the full nature of resolution in this manner. 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: November 06, 2015

Residential Tenancy Branch

