



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants on October 9, 2015 to cancel a notice to end tenancy for cause (the "Notice") dated October 1, 2015, and to recover the filing fee. The Tenants then amended their Application for "Other" issues on December 3, 2015.

Both parties appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenant's Application and the amended Application.

Preliminary Issues

At the start of the hearing, the parties confirmed that on December 2, 2015 the parties had agreed to end the tenancy by mutual agreement for the date of this hearing. However, during the hearing the parties confirmed the Tenants had already vacated the rental unit and the Landlords had received possession of the rental unit. Therefore, as the tenancy had ended, there were no legal findings for me to make on the Tenants' Application to cancel the Notice and resume the tenancy. Therefore, I dismissed this portion of the Tenants' Application.

The Tenants were asked about the "Other" issues they had elected on their amended Application. The Tenants explained this related to a monetary claim for moving expenses, and for utilities and forwarding mail costs for having to change their address. The Tenants explained that they also wanted the return of their security and pet damage deposits they had paid on September 15, 2015.

However, I determined that the Tenants had only provided the Landlords with their forwarding address two days before the date of this hearing. Therefore, pursuant to Section 38(1) of the *Residential Tenancy Act* (the "Act") I informed the Tenants that their Application in this respect was premature but they were at liberty to re-apply for this. In relation to the other costs claimed by the Tenants, the Tenants explained that they had not put the Landlords on notice of the exact amounts being sought from them as they were still in the process of determining the exact losses to be claimed.

The Landlords indicated that they also intended to make a monetary claim against the Tenants' deposits for their losses. However, after a short discussion between the parties on their potential monetary claims, the Landlords offered resolution by way of a settlement agreement. The Tenants considered the Landlords' proposal and agreed to move forward with final mutual resolution.

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 settle the Tenants' Application in full as well as all of the issues associated with this tenancy as follows:

- The Landlords agreed to return the Tenants' security and pet damage deposits in the amount **\$1,950.00** to the Tenants forthwith.
- This payment is to be made to the Tenants by email transfer, or in any case by registered mail to the Tenants forwarding address which the Landlords confirmed they had received from the Tenants. The payment is to be made as soon as possible and in any case by the end of December 31, 2015.
- The parties agreed that the return of the Tenants' security and pet damage deposits is in full and final satisfaction of the Tenants' Application and the Landlord's potential monetary claim against the Tenants.
- The parties understood that no further Applications are permitted.
- The Tenants are issued with a Monetary Order in the amount of **\$1,950.00** which is enforceable in the Small Claims court **if** the Landlords fail to make payment in accordance with this agreement. Copies of this order are provided with the Tenants' copy of this decision.

This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with the tenancy. No further Applications are permitted. The Landlords are cautioned to retain evidence of the payment made to meet the above terms and conditions of this agreement. The parties confirmed their voluntary agreement to resolution in this matter both during and at the conclusion of the hearing.

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: December 15, 2015

Residential Tenancy Branch

