



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNDC MNSD FF

For the landlords: 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 tenant applied for a monetary order for the return of double her security deposit and for the recovery of the cost of the filing fee. The landlords applied for a monetary order for damages to the unit, site or property but failed to provide a breakdown of the amounts of the damages which total the amount being claimed.

The tenant and the landlords 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 evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed receiving the landlords’ documentary evidence and that she had the opportunity to review the evidence prior to the hearing. The tenant also confirmed that she did not submit any documentary evidence in support of her application. I find the tenant was sufficiently served in accordance with the Act.

Preliminary and Procedural Matters

At the outset of the hearing the landlords requested to withdraw their application in full as they realized that they had not fully completed a monetary breakdown of their monetary claim. As a result, the landlords are at liberty to reapply. I note that the withdrawal of an application does not extend any applicable timelines under the *Act*.

In addition to the above, the tenant described a portion of her monetary claim as relating to her “personal belongings”. As the tenant failed to provide any details about her personal belongings including any monetary breakdown, I have dismissed that portion of the tenant’s application, **without leave to reapply**.

The hearing continued with consideration of the remainder of the tenant’s application relating to the return of her security deposit and compensation in relation to a 2 Month Notice to End Tenancy for Landlord’s Use of Property (the “2 Month Notice”) having been issued by the landlords.

Settlement Agreement

During the hearing, the parties agreed to settle the remainder of the tenant’s claim as follows:

1. The parties agree that the landlords will pay the tenant one month’s compensation in the amount of **\$1,150.00** due to the landlords having served the tenant with a 2 Month Notice.
2. The parties agree that the landlords will return the tenant’s full security deposit of **\$575.00** and the tenant waives any rights under the Act to the return of double her original security deposit.
3. The landlords agree to pay the tenant **\$1,725.00**, which is a total of #1 and #2 above, by **February 2, 2016**.
4. Should the landlords fail to pay the tenant \$1,725.00 by February 2, 2016, the tenant is granted a monetary order pursuant to section 67 of the Act which will be of no force or effect if the landlords have paid the tenant in accordance with #3 above and the tenant successfully deposits the payment from the landlords.

This settlement agreement was made in accordance with section 63 of the Act.

Conclusion

The landlords’ application was withdrawn in full and the landlords have liberty to reapply.

The tenant’s portion of her claim relating to her “personal belongings” is dismissed without leave to reapply.

The remainder of the tenant's application was resolved by way of a mutually settled agreement pursuant to section 63 of the Act. I order the parties to comply with the terms of their settlement agreement described above.

The tenant has been granted a monetary order pursuant to section 67 of the Act, by the landlords to the tenant in the amount of \$1,725.00. If the payment is not made by February 2, 2016, the tenant must first serve the landlords with the monetary order and then the monetary order 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: January 25, 2016

Residential Tenancy Branch

