



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants to cancel a notice to end tenancy for unpaid utilities; 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.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants’ Application and their documentary evidence by registered mail. The Landlord confirmed that he had not provided any evidence prior to the hearing.

At the start of the hearing, the parties confirmed that the Tenants had vacated the rental unit on March 15, 2016 in response to a notice to end tenancy for cause. Therefore, I dismissed the Tenants’ Application to cancel the notice to end tenancy for unpaid utilities as this was now a moot issue.

The hearing continued to hear the parties’ evidence relating to the Tenants’ monetary claim. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties made submissions and provided evidence regarding the Tenants’ monetary claim.

During the proceedings, the Tenants explained that they have provided the Landlord with their forwarding address on March 20, 2016 and the Landlord had failed to return their security deposit of \$450.00. The Landlord confirmed receipt of the Tenants’ forwarding address but explained that he had not made an Application to keep the Tenants’ security deposit because the Tenants’ failed to pay rent and utilities. The parties were informed that as these issues were not before me I was unable to make legal findings on them; however, the parties were at liberty to bring an Application to have these matters decided upon. As a result, I also offered the parties an opportunity

to settle all of the matters associated with this tenancy by mutual agreement in this hearing. The parties turned their minds to compromise and decided to reach resolution by way of a settlement agreement.

### Analysis & Conclusion

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 and final** satisfaction as follows:

1. The Landlord agreed to return/pay to the Tenants \$186.25 in monetary compensation.
2. As a result, the Tenants are issued with a Monetary Order for this amount which the Tenants may enforce in the Provincial Court (Small Claims) **if** the Landlord fails to make payment in accordance with this agreement.
3. The parties confirmed their voluntary agreement to resolution in this manner both during at and at the end of the hearing.

This agreement is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy documented above. No further Applications are permitted and this file is 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: April 06, 2016

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Residential Tenancy Branch