



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOP PRODUCERS REALTY LTD. PM DIVISION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for damage to the unit, site or property, for authorization to retain the tenants' security deposit, and to recover the cost of the filing fee.

The tenants and an agent for the landlord (the "agent") attended the teleconference hearing. The parties gave affirmed testimony and had the hearing process explained to them.

Neither party raised any concerns regarding the service of documentary evidence.

### 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 tenants surrender **\$380.00** from their security deposit of \$487.50 to the landlord in full satisfaction of \$380.00 in compensation to the landlord comprised of carpet cleaning, suite cleaning and one-half of the cost of the filing fee.
2. The tenants are granted a monetary order in the amount of **\$107.50** pursuant to section 67 of the *Act*, which will be of no force or effect, if the landlord pays the tenants by **May 16, 2016**.
3. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

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. Based on the mutual agreement of the parties, I authorize the landlord to retain \$380.00 of the tenants' \$487.50 security deposit and order the landlord to return the balance owing to the tenants of \$107.50 by May 16, 2016.

The tenants are granted a monetary order in the amount of \$107.50 pursuant to section 67 of the *Act*, which will be of no force or effect, if the landlord pays the tenants in accordance with #2 above. Should the tenants require enforcement of the monetary order, the monetary 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: May 3, 2016

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Residential Tenancy Branch