



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, LRE, RR, 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 on May 20, 2016 which was then amended on May 30, 2016.

Both Tenants and both Landlords appeared for the hearing and provided affirmed testimony. At the start of the hearing, the parties confirmed that the tenancy had ended on July 3, 2016 and therefore, the only matter to be dealt with on the Tenants' Application was their monetary claim. The remainder issues on the Tenants' Application were dismissed.

The Landlord confirmed receipt of the Tenants' Application and the amended version to increase the monetary claim. The parties also confirmed receipt of each other's evidence served prior to the 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.

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. Therefore, at the end of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement. Both parties took some time to consider resolution in this manner. The parties turned their minds to compromise and achieved a resolution of this dispute.

The Landlords agreed to settle the Tenants' Application in full satisfaction for the amount of \$945.00. The Tenants confirmed their agreement to this amount.

The Landlords also explained that they were seeking to make a deduction from the Tenants' security deposit. However, this matter had only arisen since the tenancy had

ended in the interim time the Application was made. I informed the parties that I was not at liberty to make a finding on a matter that is not before me, but I offered the parties again to have a discussion around this issue for settlement by mutual agreement.

The parties again engaged into a discussion and the Tenants gave the Landlords permission to deduct \$70.00 from their \$600.00 security deposit for carpet cleaning not completed by the Tenants at the end of the tenancy. The Landlord agreed to return the balance of \$530.00 to the Tenants forthwith.

In order to give effect to this agreement the Tenants are issued with a Monetary Order for a total amount of \$1,475.00 (\$945.00 + \$530.00). This order is enforceable in the Small Claims Division of the Provincial Court as an order of that court **if** the Landlords fail to make payment forthwith under the terms of this settlement agreement. The Landlords are cautioned to retain documentary evidence of payment made to meet the terms of 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. The parties confirmed their voluntary agreement to proceed with mutual resolution in this manner both during and at the end of the hearing. 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 Act.

Dated: July 07, 2016

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Residential Tenancy Branch