



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes MNR, MNDC, MNSD, FF

Preliminary Issues

The tenants advised there was an error in the last name of one of the tenants. The parties did not raise any objections to the error being corrected and this has now been amended on the style of cause.

Introduction

This matter dealt with an application by the landlord for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenants' security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

Through the course of the hearing the landlord's agents and the tenants came to an agreement in settlement of the landlord's claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenants agreed to pay \$1,000.00 to the landlord by Friday August 05, 2016.
- The tenants agreed the landlord may retain their security and pet deposit to a total amount of \$1,600.00.
- The tenants agreed the landlords may retain any overpayment of the utilities made by the tenants during the tenancy
- The landlords agreed to withdraw their application based on this settlement agreement
- The parties agreed not to make any further claims against the other parties concerning this tenancy.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the landlord recovery of their filing fee.

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: August 03, 2016

Residential Tenancy Branch

