



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNDC MNSD

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 tenants applied for a monetary order for the return of double their security deposit and their pet damage deposit, for a monetary order for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlords applied for a monetary order for damage to the unit, site or property, for authorization to keep all or part of the security deposit and pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

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

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 landlords will pay the tenants **\$650.00** by cash **on or before October 14, 2016 by 5:00 p.m.**
2. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$650.00**, which will be of no force or effect if the amount owing has been paid in accordance with #1 above by the landlords.
3. The parties agree to withdraw their respective applications 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.

The tenants have been granted a monetary order in the amount of \$650.00 which will be of no force or effect if the amount owing has been paid by the landlords in accordance with #1 above.

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: October 14, 2016

Residential Tenancy Branch