



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF; MNSD, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary award, pursuant to section 38;
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- authorization to obtain a return of the security deposit, pursuant to section 38;
- authorization to recover the filing fee for their application, pursuant to section 72.

The two tenants, male and female, and the two landlords, male and female, attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 33 minutes in order to allow both parties to fully engage in settlement negotiations.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The tenants confirmed that they did not receive the landlords' written evidence package. I advised both parties that I could not consider this evidence at this hearing. As this matter settled, the evidence was not considered in any event.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to correct the surname of the female tenant and the surname of the female landlord. Both the female tenant and female landlord consented to these amendments.

Analysis

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. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the landlords will retain \$100.00 from the tenants' security deposit of \$575.00;
2. The landlords agreed to return the remainder of the tenants' security deposit in the amount of \$475.00 to the tenants by way of a cheque to be mailed out by December 9, 2016;
3. The tenants agreed not to cash the landlords' cheque in the amount of \$79.00 and both parties agreed that this cheque is null and void;
4. Both parties agreed to bear the cost of their own \$100.00 filing fees paid for their applications; and
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties confirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties confirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I order the landlords to retain \$100.00 from the tenants' security deposit.

The landlords' cheque in the amount of \$79.00 is null and void.

Both parties must bear their own costs for the \$100.00 filing fees paid for their applications.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$475.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlords do not abide by condition #2 of the above agreement. The landlords must be served with a copy of this Order as soon as possible after the landlords do not abide by condition #2 of the above agreement. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: November 24, 2016

Residential Tenancy Branch