



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, FF (Landlords' Application)  
CNL, MNSD, MNDC, PSF, FF (Tenants' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlords on June 27, 2016 and by the Tenants on November 1, 2016.

The Landlords applied for a Monetary Order for: damage to the rental unit; unpaid rent; to keep the remainder of the Tenants' security deposit; and to recover the filing fee from the Tenants. The Tenants applied for the following reasons: to cancel a notice to end tenancy, for the return of the remainder of their security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlords to provide services or facilities required by law; and to recover the filing fee from the Landlords.

Both parties appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application and each other's documentary evidence which was all served prior to the hearing. The hearing process was explained to the parties and they had no questions about the proceedings.

The Tenants withdrew their Application to cancel the notice to end tenancy and for the Landlords to provide services as the tenancy had ended and these issues were now moot. The parties were then given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided in relation to their monetary claims.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute. 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 conclusion of the hearing, I offered the parties an opportunity to settle the matter by way of mutual negotiation and agreement. The parties turned their minds to compromise, discussed

the issues between them, and agreed that mutual settlement would be the best course of action in this case.

### Settlement Agreement

The parties agreed that the Landlords will pay the Tenants \$3,000.00 to settle both Applications in full satisfaction. This amount is to be paid to the Tenants on or before December 31, 2016. The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court if the Landlords fail to make the agreed payment. Copies of the order are attached to the Tenants' copy of this Decision.

The Landlords are cautioned to retain documentary evidence of payment made to meet the terms and conditions of this agreement. This agreement and order is fully binding on the parties and is in full and final satisfaction of this dispute. The parties confirmed their agreement and understanding of resolution by mutual agreement both during and at the conclusion of the hearing. These files are 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 *Residential Tenancy Act*.

Dated: November 23, 2016

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Residential Tenancy Branch