



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on July 15, 2016. The Tenants filed seeking a Monetary Order for the return of their security and pet deposits.

The hearing was conducted via teleconference and was attended by the Landlord and each Tenant. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process; however, each declined and acknowledged that they understood how the conference would proceed.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions.

### Issue(s) to be Decided

Have the parties agreed to settle these and all future disputes relating to this tenancy?

### Background and Evidence

The parties entered into a written fixed term tenancy agreement that began on July 25, 2013 and switched to a month to month tenancy after July 25, 2014. As per the tenancy agreement rent of \$2,000.00 was payable on the 25<sup>th</sup> of each month. On July 25, 2013 the Tenants paid \$1,000.00 as the security deposit plus \$200.00 as the pet deposit.

During the course of this proceeding the parties agreed to settle these matters.

### 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 and achieved a resolution of their dispute on the following terms:

- 1) The Tenants agreed to withdraw their application for Dispute Resolution in favor of this settlement;
- 2) The Landlord agreed to pay the Tenants **\$1,000.00** as full and final compensation;
- 3) The \$1,000.00 payment will be placed in the mail to the Tenants by the Landlord no later than January 19, 2017;
- 4) in consideration for this mutual settlement each person agreed that **no further claims will be made by anyone whatsoever arising from this tenancy**;
- 5) Each person acknowledge their understanding that this settled Decision resolves the matters contained in the Tenants' application and that no findings were made on the merits of the said application for dispute resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

In the event the Tenants do not receive the agreed upon payment of \$1,000.00 by mail the Tenants may serve the Landlord the enclosed Monetary Order for **\$1,000.00**; which may be enforced through Small Claims Court.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

This decision is final, legally binding, 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: January 17, 2017

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Residential Tenancy Branch