



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, SD, OLC

Introduction

A hearing was convened based on the tenant's application under the *Residential Tenancy Act* (the "Act") seeking a monetary order for the cost of emergency repairs, return of the security damage deposit and authorization to recover the application filing fee (the "Application") .

At the outset of the hearing the named female landlord advised that her husband was also a landlord and asked that I amend the application accordingly. I have done so.

One of the tenants attended the hearing. Both landlords and their agent also attended. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, to respond to the other party, and to make submissions.

The parties confirmed that the tenancy began on January 1, 2016 as a month to month tenancy with monthly rent of \$1000.00 due on the first of each month. It was also agreed that the tenancy had ended.

Also at the outset, the parties were advised that I could assist them in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The tenant withdraws her Application.
2. The landlords will, no later than February 10, 2017, send payment of \$853.58 to the tenant at the mailing address provided by the tenant at the hearing (which amount represents return of the \$800.00 security deposit and reimbursement for the cost of roof coating material).
3. Both parties agree to make no further claims against one another with respect to this tenancy, including, but not limited to, any claims for unpaid rent or loss of rental income.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above. Should either party violate the terms of this agreement, it is open to the other party to apply for monetary compensation or other orders.

Dated: February 3, 2017

Residential Tenancy Branch

