



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for: the return 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 “Other” issues; and, to recover the filing fee from the Landlords.

The male Tenant appeared for the hearing on time and the Landlords appeared 22 minutes late. Both parties provided affirmed testimony and the testimony provided by the Tenant in the absence of the Landlords was recapped with the Landlords when they appeared.

The Landlords confirmed receipt of the Tenants’ Application and their documentary evidence served prior to the hearing. The Landlords confirmed that they had not served a copy of their evidence to the Tenants prior to this hearing. Therefore, I did not consider the Landlords’ documentary evidence in the hearing but I did allow that evidence to be provided as oral testimony.

The hearing process was explained to the parties and the parties had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. The parties proceeded to provide evidence with respect to the Tenants’ monetary claim.

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. After the parties had finished presenting their evidence with respect to the Tenants’ monetary claim before me, I offered the parties any opportunity to settle the dispute by mutual resolution.

The parties were informed that this was a voluntary process and that I could assist the parties to craft an agreement for them to consider entering into. The parties were open to this form of resolution.

As a result, the parties turned their minds to compromise and decided that a settlement agreement was the best form of resolution in this matter as it provided them with finality to the dispute.

Settlement Agreement

The parties agreed that the Landlord will return to the Tenants \$1,580.52 on or before May 31, 2017. The parties agreed that this resolution was in **in full and final** satisfaction of the Tenants' Application before me and all the issues associated with this tenancy. Therefore, the parties are now barred from making any further applications as all the matters have been settled in this hearing with this agreement.

The Tenants are issued with a Monetary Order for the agreed amount which is enforceable in the Small Claims Division of the Provincial Court **if** the Landlords fail to make payment in accordance with this agreement.

The Landlords are cautioned to retain documentary evidence of payment made to meet the terms of this agreement.

This agreement and order is fully binding on the parties. The parties confirmed that they entered into this agreement voluntarily and confirmed mutual resolution to the above terms and conditions both during and at the conclusion of the hearing. This file is 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 Act.

Dated: May 09, 2017

Residential Tenancy Branch