



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF (Landlords' Application)  
                                 MNDC, 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 April 13, 2017 and by the Tenants on April 8, 2017.

The Landlords applied to keep the Tenants' security deposit and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement. The Tenants also applied for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties also applied to recover their filing fee from each other.

All the Tenants and the Landlord (JS) appeared for the hearing. Landlord JP appeared one hour late into the hearing. The parties provided affirmed testimony.

The parties confirmed service of each other's Application and their documentary evidence. The hearing process was explained to the parties and they 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 relevant issues to be decided in this hearing.

Section 63 of the Act states that an 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.

After the parties had finished presenting their evidence with respect to the monetary claims before me, I offered the parties an opportunity to settle both Applications by mutual agreement. I informed the parties that they had a voluntary option to turn their minds to compromise and achieve resolution between them rather than have resolution through a legally binding decision.

The parties agreed to discuss the issues between them, turned their minds to compromise, and with my assistance were able to craft the following mutual agreement.

Settlement Agreement

The parties agreed that the Landlords can keep \$382.37 from the Tenants' security deposit of \$1,000.00 in full and final satisfaction of both Applications. Accordingly, the Landlords agreed to return the remainder of the Tenants' security deposit in the amount of \$617.63 to the male Tenant WS forthwith. This is to be sent to the Tenants' mailing address as it appears on the Tenants' Application.

The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial court **if** the Landlords fail to make payment. The Landlords are cautioned to retain documentary evidence of the payment returned to the Tenants.

This agreement and order is fully binding on the parties and is in full and final satisfaction of both Applications. Therefore, no further applications are permitted.

The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. Both 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 Act.

Dated: May 24, 2017

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Residential Tenancy Branch