



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

A hearing was convened based on the tenants' application brought February 22, 2017 under the *Residential Tenancy Act* (the "Act") for return of double the security deposit, for a monetary order for damage or loss under the Act, regulation or tenancy agreement, and for recovery of the application filing fee (the "Tenants' Application").

Both of the tenants attended the hearing. The named landlord's mother, who was an owner of the rental unit in question, also attended, and with the consent of the parties I have added her as a landlord and respondent.

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

At the outset of the hearing I advised the parties of their option to have me assist 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 on several occasions throughout the scheduled hearing that there was no obligation to resolve the dispute through settlement.

Also at the outset of the hearing the landlords advised that they filed an application on May 1, 2017 for damages to the rental unit with respect to this tenancy (the "Landlords' Application"). The Landlords' Application had not been entered into the Residential Tenancy Branch's case management system as of the time of this hearing.

### Settlement

Over the course of the hearing, the parties reached an agreement to settle both the Tenants' Application and the Landlords' Application on the terms set out below.

1. The tenants withdraw the Tenants' Application and will not bring any claim for return of the security deposit with respect to this tenancy.
2. The landlords withdraw the Landlords' Application and will not bring any claim for damages against the tenants with respect to this tenancy. The landlords will advise the Residential Tenancy Branch that they wish to withdraw their application filed May 1, 2017.
3. Neither party will pay the other party any money.

### Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 2, 2017

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Residential Tenancy Branch