



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0782855 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenants: MNSD FF
For the landlord: MND MNR MNSD FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”). The tenants applied for a monetary order for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee. The landlord applied for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to retain all or part of the tenants’ security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenants and two agents for the landlord numbered company attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

Preliminary and Procedural Matter

Based on the testimony of the landlords I have ensured that the name of the landlord matches the name of the landlord numbered company pursuant to section 64(3) of the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord may retain **\$2,350.00** of the tenants' total combined deposits which total **\$3,250.00**, leaving a balance owing to the tenants of \$900.00.
2. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$900.00**, pursuant to #1 above, which will be of no force or effect if the amount has been paid in accordance with #3 below and the tenants successfully deposit the total amount from the landlord.
3. The landlord agrees to pay the tenants **\$900.00** by cheque to be mailed and postmarked by June 16, 2017.
4. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

Conclusion

I order the parties to comply with the conditions of their mutually settled agreement described above.

The tenants have been granted a monetary order in the amount of \$900.00 which will be of no force or effect if that amount has been paid in accordance with #3 above and the tenants successfully deposit the full amount owing.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: June 16, 2017

Residential Tenancy Branch