



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenants: MNSD OLC FF  
For the landlords: 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, for an order directing the landlords to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee. The landlords applied for a monetary order 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.

Tenant C.L.K (the “tenant”) and the landlords 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.

### 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 tenants owe the landlords **\$1,700.00** less \$1,000.00 comprised of the tenants’ surrendered security deposit of \$800.00 and pet damage deposit of \$200.00, leaving a balance owing by the tenants to the landlords in the amount of **\$700.00**.

2. The landlords waive the cost of the filing fee.
3. The tenants agree to pay the landlords a minimum of **\$150.00** per month starting on **August 1, 2017** and continuing on the first day of every subsequent month until the full amount of \$700.00 has been paid by the tenants to the landlords. The parties agreed that all payments from the tenants to the landlords will be by e-transfer. The landlords' email address and security question were confirmed by the parties during the hearing.
4. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$700.00, which will be of no force or effect if the amount has been paid in accordance with #3 above.**
5. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.
6. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

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 landlords have been granted a monetary order in the amount of \$700.00 which will be of no force or effect if that amount has been paid in accordance with #3 above and the landlords 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: July 12, 2017

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Residential Tenancy Branch