



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF (Landlords' Application)  
MNSD, FF, O (Tenants' Application)

### Introduction

This hearing was convened by way of telephone conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlords and the Tenants scheduled to be heard together.

The Landlords applied on March 30, 2017 for a Monetary Order for: unpaid rent; damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"); to keep the Tenants' security and pet damage deposits; and to recover the filing fee from the Tenants.

The Tenants applied on August 11, 2017 for: the return of their security and pet damage deposits; the recovery of the filing fee from the Landlords; and for "Other" issues, namely a claim for damage to the Tenants' car from snow.

Both Landlords and one of the Tenants appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Application and documentary and digital photographic evidence served prior to the hearing. 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 evidence provided.

Section 63 of the Act allows an Arbitrator to 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 their 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 or have resolution decided for them through a

legally binding decision. The parties agreed to turn their minds to compromise, and with my assistance were able to reach the following agreement.

Settlement Agreement

The parties agreed the Landlords can keep **\$1,000.00** from the Tenants' security and pet damage deposits of \$1,600.00 in full satisfaction of both Applications. Accordingly, the Landlords agreed to return the remainder of the Tenants' deposits in the amount of **\$600.00** on or before September 30, 2017.

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 on or before the agreed date. The Landlords are cautioned to retain evidence of the payment returned to the Tenants.

The Tenants agreed that they will make arrangements to have an old truck left in the barn on the residential property, removed on or before September 30, 2017. If the Tenants fail to remove this by the agreed date, the Landlords may have the old truck removed and disposed of at their own cost. The Landlords will then be at liberty to apply for re-imbursement of all costs incurred with disposal of the old truck after September 30, 2017.

This agreement and order is fully binding on the parties. 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: August 29, 2017

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Residential Tenancy Branch