



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR, CNR, MNDC, MNSC, OLC, FF

Introduction

This hearing was convened under the *Residential Tenancy Act* (the “Act”) based on cross-applications.

The landlords’ application, filed July 21, 2017, was for an order of possession, a monetary order for unpaid rent, and recovery of the application filing fee.

The tenants’ application, filed July 18, 2017, was for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent, a monetary order for loss or damage under the Act, regulation, or tenancy agreement, an order that the landlord comply, recovery of the security deposit, and the application filing fee.

Both landlords and both tenants attended the hearing. 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 that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlords withdraw their application.

2. The tenants withdraw their application.
3. The landlords will pay the tenants **\$295.00** no later than October 10, 2017.

In support of this settlement and with the consent of the parties, I issue a monetary order in the agreed amount. The tenants may enforce this order through the Small Claims Court if the landlords do not pay as required.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above and by the Act. Should either party violate the terms of this agreement or the Act, it is open to the other party 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: September 29, 2017

Residential Tenancy Branch