



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MNR MNDC MNSC FF O
Tenant: MNDC MNSD RR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlords’ Application was received at the Residential Tenancy Branch on November 21, 2016 (the “Landlords’ Application”). The Landlords applied for the following relief pursuant to the *Act*:

- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlords to retain all or part of the security deposit or pet damage deposit;
- an order granting recovery of the filing fee; and
- other unspecified relief.

The Tenants’ Application is dated May 6, 2017 (the Tenants’ Application”). The Tenants applied for the following relief pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlords to retain all or part of the security deposit or pet damage deposit;
- an order allowing the Tenants to reduce rent for repairs, services or facilities agreed upon but not provided; and
- an order granting recovery of the filing fee; and

All parties attended the hearing and provided solemn affirmations at the beginning of the hearing.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision and attached orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the Landlords are entitled to retain the security deposit held in the amount of \$1,500.00.
2. The parties agree the Tenants shall pay the Landlords the sum of \$750.00 by e-transfer no later than October 6, 2017 (the "Settlement Payment").
3. On receipt of the Settlement Payment, the Landlords agree to remove the lien registered on title to the Tenants' property without delay.
4. On receipt of the Settlement Payment, the Landlords agree they will take no further steps to enforce the monetary order in the amount of \$3,000.00, issued on November 21, 2016.
5. The parties agree that this settlement resolves all matters arising from the tenancy.

This agreement was reached in accordance with section 63 of the *Act*. However, I order that if any of the above terms are not satisfied, the agreement is at an end and the parties are granted liberty to reapply for the relief sought in their respective applications.

As this agreement was reached through negotiation, I decline to award recovery of the filing fee to either party.

Conclusion

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

This decision 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: October 5, 2017

Residential Tenancy Branch