



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MND, FF

### Introduction

This hearing convened as a result of cross applications. In the Landlord's Application for Dispute Resolution filed June 23, 2017 the Landlords sought the sum of \$2,180.00 in compensation from the Tenants, authority to retain the Tenants' security deposit and recovery of the filing fee. In the Tenant's Application for Dispute Resolution filed July 27, 2017, the Tenants requested an Order that the Landlords comply with the *Residential Tenancy Act*, return of double their security deposit and to recover the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

### Preliminary Matter

At the outset of the hearing the Landlord, D.V., confirmed the spelling of his surname. Pursuant to section 64(3)(c) of the *Residential Tenancy Act* and *Rule 8.4* of the *Residential Tenancy Branch Rules of Procedure*, I amend the Landlords' Application for Dispute Resolution to accurately record the Landlord's surname.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Monetary Order pursuant to section 63 of the *Residential Tenancy Act* and *Rule 8.4* of the *Residential Tenancy Branch Rules of Procedure*.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of their settlement follow.

1. By no later than 4:00 p.m. on December 14, 2017 the Landlords shall pay to the Tenants the sum of **\$2,500.00** representing full and final satisfaction of the claims made in the parties' respective applications.
2. The Tenants are granted a Monetary Order in the amount of **\$2,500.00**.
  - a. Should the Landlords not pay the \$2,500.00 as provided for in paragraph 1, the Tenants may serve the Monetary Order on the Landlords and may file and enforce it in the Provincial Court (Small Claims Division) as an Order of that Court.
  - b. Should the Landlords pay the \$2,500.00 as provided in paragraph 1 above, the Tenants shall make no use of the Monetary Order.

As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. All other matters arising from the tenancy are hereby dismissed as if tried on their merits.

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: December 13, 2017

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Residential Tenancy Branch