



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FFT

Introduction

On July 20, 2019, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of a security deposit; for money owed or compensation for damage or loss; and to recover the cost of the filing fee for the Application.

The matter was scheduled as a teleconference hearing. The Tenants and Landlord appeared at the hearing.

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

Most of the Landlord’s documentary evidence was related to a monetary claim for damage to walls and cleaning costs. Since the Landlord did not apply for dispute resolution the Landlord’s claim for compensation is not properly before me and could not be heard.

The parties were offered an opportunity to settle their claims by way of a mutually agreed upon settlement.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Landlord will return the amount of \$1,175.00 to the Tenants within one week of receiving this decision.

2. The parties agree that the Tenants have withdrawn their application in full satisfaction of this settlement agreement.
3. The parties agree that they will make no further claim against each other regarding this tenancy agreement.
4. The Tenants agree to waive the recovery of the \$100.00 filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*. 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. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

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: November 04, 2019

Residential Tenancy Branch