



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNDC
For the landlord: MND MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement. The landlord applied for a monetary order for damages to the unit, site or property, to keep all or part of the tenants’ security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenants, the landlord, and a witness for the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenants surrender their full security deposit of \$500.00, which has accrued \$0.00 in interest since the start of the tenancy, to the landlord.
2. The parties agree to withdraw their respective applications in full and waive their respective filing fees as part of this mutually settled agreement.

3. Both parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
4. The parties agree not to submit any further applications regarding this tenancy in any shape or form.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

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

The tenants agree to surrender their full security deposit of \$500.00 to the landlord.

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: October 3, 2014

Residential Tenancy Branch

