



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H & M REMPLE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD O FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on September 2, 2015. The Tenants filed seeking a Monetary Order for the return of double their security deposit to recover the cost of their filing fee from the Landlord.

The hearing was conducted via teleconference and was attended by two agents for the Landlord (the Landlords), and both Tenants.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Have the parties agreed to settle these matters?
2. If so, what are the terms of the settlement agreement?

Background and Evidence

The parties entered into a written month to month tenancy agreement that began on April 1, 2014. Rent of \$795.00 was due on or before the first of each month. On April 1, 2014 the Tenants paid \$362.50 as the security deposit. On March 29, 2014 the parties completed the move in condition report form.

The Tenants vacated the property in July 2015 and provided the Landlord their forwarding address on July 31, 2015. On July 31, 2015 the move out report form was completed and signed by one Landlord and one Tenant. During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them and achieved a resolution of their dispute on the following terms:

- 1) The Tenants agreed to withdraw their application for Dispute Resolution;
- 2) The Tenants agreed to pay the Landlord **\$250.00** as full and final compensation of any and all claims from either party;
- 3) The Tenants agreed to send the \$250.00 payment to the Landlord no later than March 7, 2016 in a format that required a signature for receipt;
- 4) in consideration for this mutual settlement the parties agreed no further claims will be made by either party whatsoever arising from this tenancy;
- 5) The parties acknowledged their understanding that this settlement Decision resolved all matters between them and that no findings were made on the merits of the Tenants' application for Dispute Resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

In support of the settlement agreement, The Landlord has been issued a Monetary Order for **\$250.00**. In the event the Tenants do not comply with the above agreement to send the Landlord \$250.00, this order may be enforced through B.C. Small Claims Court after service upon the Tenants.

Conclusion

The parties agreed to settle these matters pursuant to section 63 of the Act.

This decision is final, legally binding, 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: March 09, 2016

Residential Tenancy Branch

