



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of double their security deposit pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to discuss this matter with one another. The female landlord (the landlord) confirmed that the landlords received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on December 9, 2013. The landlord also testified that the landlords received a copy of the tenants' written and digital evidence package. I am satisfied that the tenants served the above documents to the landlords in accordance with the *Act*.

As per the Rules of Procedure of the Residential Tenancy Branch (the RTB) with respect to digital evidence, I find that the tenants did not check with the landlords beforehand to ensure that they could view the tenants' digital evidence. The landlord testified that the landlords could not view the tenants' digital evidence. As such, I advised the parties at the hearing that I would be unable to consider the tenants' digital evidence in making my decision.

The tenants testified that they had not received the landlords' written and photographic evidence. The landlord testified that she sent this evidence by Canada Post's Expresspost service during the week before this hearing. She did not have the Canada Post Tracking Number or Customer Receipt available and only submitted this written evidence to the RTB on March 25, 2014, four business days before this hearing. I noted that written evidence sent by registered mail is deemed served on the fifth

business day after its mailing. As the landlord did not provide proof that she had served the tenants in sufficient time to have the landlords' evidence considered at this hearing, I declined to consider the landlords' late written and photographic evidence.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for losses and damages arising out of this tenancy? Are the tenants entitled to a monetary award for the return of double their security deposit as a result of the landlords' failure to comply with the provisions of section 38 of the *Act*? Are the tenants entitled to recover the filing fee for this application from the landlords?

Background and Evidence

The tenants signed a one-year fixed term Residential Tenancy Agreement (the Agreement) on August 28, 2013, for a tenancy that began on September 15, 2013. This tenancy was supposed to last until September 15, 2014. Both parties agreed that this tenancy ended by September 30, 2013, on the basis of a Mutual Agreement to End Tenancy that both parties signed on September 24, 2013. Monthly rent was set at \$1,700.00, payable in advance on the first of each month. The female landlord (the landlord) has returned the tenants' \$200.00 pet damage deposit on September 24, 2013. The landlord continues to hold the tenants' \$850.00 security deposit paid on September 4, 2013, the only payment that the tenants made (with the exception of their pet damage deposit) to the landlords during this short tenancy.

The tenants' application for a monetary award of \$4,867.52 included requests for the following items:

Item	Amount
Tenants' Fuel and Truck Rental Costs	\$289.35
Food Expenses	288.34
Double Security Deposit (2 x \$850.00 = \$1,700.00)	1,700.00
Paper/Ink/Disks	39.83
Recovery of Filing Fee for this Application	50.00
Monetary Award for Stress and for Breach of Tenancy	2,500.00
Total Monetary Order Requested	\$4,867.52

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The landlord confirmed that she had full authorization to act as the male landlord's agent in this matter;

Both parties agreed to settle all issues arising out of the tenants' application and this tenancy under the following final and binding terms:

1. The landlords agreed to pay the tenants a sum of \$1,700.00 by sending this amount to the tenant(s) by e-transfer (electronic banking) by 5:00 p.m. on April 4, 2014 to the account provided to them at this hearing by the female tenant.
2. The tenants agreed that their application for a monetary award was fully satisfied if the landlords abide by the monetary terms of this settlement agreement as outlined above.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of the tenants' application and this tenancy, and furthermore agreed that they would not commence any new initiative of any kind with respect to this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$1,700.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlords do not abide by the terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: March 31, 2014

Residential Tenancy Branch

