



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on June 30, 2015. The Tenants filed seeking a Monetary Order for the return of their security deposit and to recover the cost of their filing fee from the Landlords.

The hearing was conducted via teleconference and was attended by one Landlord G.M. who gave affirmed testimony that she would be representing both Landlords. Both Tenants appeared at the hearing; however, the male Tenant, D.L. requested that his co-tenant, T.S. speak on his behalf. As per the foregoing, for the remainder of this decision, terms or references to the Landlords or the Tenants importing the singular shall include the plural and vice versa, except where the context indicates otherwise

I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

On June 30, 2015 the Tenants submitted 39 pages of evidence to the Residential Tenancy Branch. The Tenant affirmed that they served the Landlord with copies of the same documents that they had served the Residential Tenancy Branch (RTB). The Landlord acknowledged receipt of these documents and no issues were raised regarding service. As such, I accepted the Tenants' documents as evidence for these proceedings.

On November 25, 2015 the Landlord submitted 25 pages of evidence to the Residential Tenancy Branch. The Landlord testified that she served copies of those documents to the Tenants to the return address that was listed on the envelope which contained the Tenants' application for Dispute Resolution. The Landlord submitted that the envelope was returned to her marked as follows: Return to Sender; Moved; Unknown. The Tenant submitted that the address the Landlord sent the package was her correct mailing address at that time.

After a brief discussion, the Landlord acknowledged that her November 25, 2015 evidence submission contained evidence that would support her own application for damage or loss. Therefore, I explained that I would consider the Landlord's documentary evidence which was not relevant to these matters. I did however consider all relevant oral submissions.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant 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

Have the parties agreed to settle these matters?

If so, what are the terms of the settlement agreement?

### Background and Evidence

The parties entered into a verbal tenancy agreement that began on July 1, 2014. Rent of \$1,000.00 was due on or before the first of each month and on June 19, 2014 the Tenants paid \$500.00 as the security deposit. The Tenants vacated the rental unit on September 15, 2014. Shortly afterwards, the Tenants provided the Landlord with their forwarding address via email.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) The Tenants agreed to withdraw their application for Dispute Resolution;
- 2) The Landlords agreed to pay the Tenants **\$450.00** as full and final compensation;
- 3) The cheque is to be made payable to T.S. and sent via registered mail no later than December 18, 2015;
- 4) The aforementioned cheque is to be mailed to the Tenants' new address, as listed on the front page of this Decision;
- 5) in consideration for this mutual settlement the parties agreed that no further claims will be made by either party whatsoever arising from this tenancy; 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.

Conclusion

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

In support of the settlement agreement, the Tenants have been issued a Monetary Order for **\$450.00**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the terms of the settlement agreement as outlined above.

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 15, 2015

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Residential Tenancy Branch

