



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* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of double the amount of the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two tenants, "tenant GRD" and "tenant ZD," the tenants' agent, "tenant CZ," and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The two tenants confirmed that their agent had authority to speak on their behalf at this hearing. This hearing lasted approximately 57 minutes in order to allow both parties to negotiate a full settlement of this claim.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to add the name of tenant CZ as a tenant-applicant. The tenants requested this amendment because they wanted the landlord to pay tenant CZ and have her name included on the monetary order, as per the settlement agreement below. All parties consented to this amendment.

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord agreed to pay the tenants a total of \$1,300.00 according to the following terms:
 - a. the landlord is returning the tenants' security deposit of \$600.00, plus an additional \$600.00 for doubling the security deposit, and \$100.00 for the application filing fee;
 - b. the payment will be mailed out by January 31, 2017 to tenant CZ's address, which was provided by her to the landlord during this hearing;
 - c. the landlord will issue the cheque in tenant CZ's name only;
2. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application, including the \$100.00 filing fee, at this hearing;
3. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,300.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord does not abide by condition #1 of the above agreement. The landlord must be served with a copy of this Order as soon as possible after the landlord does not abide by condition #1 of the above agreement. Should the landlord fail to comply with this Order, this Order may be filed in

the Small Claims Division of the Provincial Court and enforced as an Order 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: January 31, 2017

Residential Tenancy Branch