



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was originally set to hear the tenant's application for return of the security deposit and pet damage deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

At the outset of the hearing, I confirmed service of hearing documents. I determined that the landlord's evidence package was served upon the Residential Tenancy Branch and the tenants after the time limit for doing so; however, the tenant indicated she had received the evidence, was able to view the digital evidence, and was prepared to respond to it. The tenant did not object to being deemed sufficiently served. Accordingly, I deemed the tenants sufficiently served with the landlord's evidence package.

The landlord requested this hearing be adjourned so that it may be heard at the same time as the landlord's Application for Dispute Resolution. The landlord stated that a landlord's application was submitted two days ago but that a file number has not yet been assigned and a hearing package has not yet been received; however, the landlord was able to provide a reference number. The tenant was not agreeable to adjourning this proceeding. Considering the tenants had filed their request for return of the deposits several months ago, the landlord was still holding the deposits and had only filed an application in the last two days, I denied the landlord's request for an adjournment. I informed the parties that I would hear the tenant's application and the landlord's claims would be heard on the date scheduled to hear the landlord's claims.

I proceeded to gather basic facts related to the tenancy after which time both parties indicated a willingness to enter into settlement discussions in satisfaction of both the tenant's claims and the landlord's claims during this hearing. I permitted the parties the opportunity to do so and the parties were able to reach an agreement. The parties reached a full and final settlement with respect to the tenant's application and the landlord's application. Accordingly, I have ordered the two applications joined together and this decision, and the Monetary Order that accompanies it, reflects both file numbers and the resolution of both applications. As of the time of writing this decision, a file number has been assigned to the landlord's application and it is reflected on the cover page of this decision.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

The parties mutually agreed upon the following term(s) in full and final satisfaction of any and all claims related to this tenancy:

1. The landlord shall pay to the tenants the sum of \$2,000.00 without delay.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties. For added certainty, the hearing time that was set to hear the landlord's claims has been cancelled and both parties are now precluded from filing any other Application for Dispute Resolution against the other party.

In recognition of the settlement agreement, I provide the tenants with a Monetary Order in the amount of \$2,000.00 to serve and enforce upon the landlord if necessary.

Conclusion

The parties resolved their disputes by way of a settlement agreement that I have recorded by way of this decision. In recognition of the settlement agreement, the tenants have been provided a Monetary Order in the amount of \$2,000.00 to serve and enforce upon the landlord if necessary.

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 09, 2017

Residential Tenancy Branch