



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

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

- authorization to obtain a return of a portion of the tenants' security deposit, pursuant to section 38.

The two landlords, male and female, and the two tenants, male and female, 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 hearing lasted approximately 59 minutes in order to allow both parties to negotiate a full settlement of this application.

The landlords confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' application and the tenants were duly served with the landlords' written evidence package.

I had not received the landlords' one-page written evidence package prior to this hearing, even though the landlords claimed that it was sent to the Residential Tenancy Branch on January 4, 2017. The female landlord read it aloud at the outset of the hearing. I did not ask the landlords to send the evidence to the Residential Tenancy Branch after the hearing because the parties settled this application.

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 and 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 with respect to this entire tenancy:

1. The landlords agreed to pay the tenants \$70.00 of the \$100.00 application filing fee, by way of a cheque to be mailed to the tenants by March 21, 2017;
2. The tenants agreed to bear the cost of \$30.00 of the \$100.00 application filing fee;
3. Both parties agreed that the landlords will retain \$75.00 from the tenants' security deposit of \$600.00;
4. Both parties agreed that the landlords already returned the remainder of the tenants' security deposit of \$525.00 to the tenants prior to this hearing;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing;
6. 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 a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

The tenants were given extra time to communicate privately with each other during the hearing in order to determine whether they wanted to settle this matter. The female tenant initially stated that she felt "pressured" to settle this matter so I notified her that she should not settle if she felt forced or pressured. The landlords then increased their offer and the female tenant confirmed that she was happy with the increased offer and no longer felt pressured to settle. Both tenants then affirmed that they were satisfied with the above final settlement and did not feel any pressure, coercion, or duress in settling this matter.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain \$75.00 from the tenants' security deposit.

The tenants must bear the cost of \$30.00 of the \$100.00 application filing fee.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$70.00. 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 condition #1 of the above monetary agreement. The landlords must be served with a copy of this Order as soon as possible after a failure to comply with condition #1 of the above monetary agreement. Should the landlords 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: March 22, 2017

Residential Tenancy Branch