



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, O, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain a portion of the tenants' security deposit, pursuant to section 38;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two tenants (male and female) and the two landlords (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 female landlord confirmed that she had authority to speak on behalf of the male landlord as an agent at this hearing. The male landlord left the hearing early and the female landlord confirmed that she had the authority to confirm this settlement agreement on his behalf. This hearing lasted approximately 68 minutes in order to allow both parties to negotiate a full settlement of this claim.

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

At the outset of the hearing, I notified both parties that I could not consider the landlords' coloured photographs at this hearing because they were not served in an identical

digital format to the tenants and the Residential Tenancy Branch (“RTB”), as required by Rule 3.10 of the RTB *Rules of Procedure*. The tenants said that they received black and white photocopied photographs, while the landlords said that they had coloured photocopied photographs and I received coloured digital prints at the RTB. In any event, these photographs were not considered because the parties settled the matter between themselves.

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. Both parties agreed that the landlords will retain \$288.54 from the tenants' security deposit of \$800.00;
2. The landlords agreed to return \$511.46 from the tenants' security deposit to the tenants by June 16, 2017, by way of e-transfer to the female tenant's email address, which was confirmed by the female tenant during this hearing;
3. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
5. 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 female landlord confirmed that she understood and agreed that this settlement was binding upon the male landlord that she was acting as an agent for at this hearing.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain \$288.54 from the tenants' security deposit.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$511.46. 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 #2 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 #2 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.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

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: June 14, 2017

Residential Tenancy Branch