



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF (Landlords' Application)
 MNSD, MNDC, FF (Tenants' Application)

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenants and the Landlords. The Landlords applied for a Monetary Order for unpaid rent, to keep the Tenants' security deposit, and to recover the filing fee from the Tenants. The Tenants applied for: the return of their security deposit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and, to recover the filing fee from the Landlords.

The Tenants and the female Landlord appeared for the May 4, 2017 hearing. During that hearing, the Tenants confirmed receipt of the Landlords' Application and the Landlord's documentary evidence. However, the Landlord denied receipt of Tenants' Application. As a result, the May 4, 2017 hearing was adjourned to allow the Landlord to receive the Tenants' Application and their evidence. The full details of my reasoning for the adjournment are detailed in my Interim Decision dated May 4, 2017. In that Interim Decision I informed the parties that they were not barred from reaching mutual settlement outside of the dispute resolution process.

At the June 21, 2017 reconvened hearing, which was attended by the same parties, the female Landlord confirmed receipt of the Tenants' Application and their documentary evidence. The Tenants confirmed receipt of the Landlords' rebuttal evidence of 21 pages which I determined had been served correctly pursuant to Rule 3.15 of the Dispute Resolution Rules of Procedure because the Landlord was responding to the Tenants' claim as a respondent.

The hearing process was explained to the parties and no questions were asked of how the proceedings would be conducted. At the start of the reconvened hearing, I noted that the parties had attempted to have written communication with each other regarding settling the matter, but were not able to reach agreement.

Section 63 of the Act allows an Arbitrator to 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. As a result, I invited the parties to continue these discussions before I proceeded to hear the evidence of the claims before me and make a final binding decision on that evidence. The parties then engaged into a lengthy discussion, turned their minds to compromise, and with my assistance were able to reach a settlement agreement:

Settlement Agreement

Both parties agreed to settle both Applications **in full and final satisfaction** as follows:

1. The Landlord agreed to return the Tenants' security deposit of **\$450.00** in settlement of both Applications.
2. The Tenants agreed that the Landlords can pay this amount in the form of monthly payments of **\$150.00**. The parties agreed that the first payment is due on or before July 31, 2017; the second payment is due on or before August 31, 2017; and the last payment is due on or before September 30, 2017.
3. The payments are to be made by the Landlords using e-transfer with the Tenant's email details as provided on the front page of this Decision.
4. The Landlords are to ensure that the monthly payments are to be **received** by the Tenants (not issued), by the last day of each respective month.
5. The Tenants are issued with a Monetary Order for \$450.00, which can be enforced **if** the Landlords fail to make any of the payments in the manner agreed above. Both parties are cautioned to keep detailed records of the transactions that are made with regards to the above terms of the agreement.

Both parties confirmed this agreement was made voluntarily and confirmed their understanding and agreement to resolution in this manner. No further Applications are permitted and both files are now closed. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 21, 2017

Residential Tenancy Branch