



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, MNSD, OLC, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47;
- 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 the security deposit, pursuant to section 38;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Four witnesses called into the hearing on behalf of the tenants, so they were excluded from the outset, but the witnesses did not testify because this matter settled. This hearing lasted approximately 47 minutes in order to allow both parties to negotiate a full settlement of all tenancy issues.

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

Settlement Terms

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 and arising out of this tenancy.

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

1. The landlord agreed to return the \$1,500.00 security deposit to the tenants by way of e-transfer by April 15, 2018;
 - a. during the hearing, both parties exchanged their email address to facilitate the above e-transfer;
2. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing and any issues arising out of this tenancy;
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 and arising out of this tenancy.

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 and arising out of this tenancy.

As both parties voluntarily agreed to settle this matter and I was not required to make a decision on the merits with a full hearing, I decline to award the \$100.00 application filing fee to the tenants. They must bear this fee.

Conclusion

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,500.00 against the landlord. 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 monetary agreement. The landlord 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 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.

The tenants 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: February 22, 2018

Residential Tenancy Branch