



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OAKWYN REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC-S, FF

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act;
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

At the outset, extensive discussions revealed that the tenants had incorrectly named the landlord. As such, the tenants and the landlord agreed that the proper naming of the landlord should be R.A.Y. As such, all parties agreed to amend the tenants' application with the properly named landlord as per the signed tenancy agreement dated July 27, 2017.

Both parties attended the hearing via conference call and provided affirmed testimony. After extensive discussions on service, both parties agreed that the notice of hearing package and the submitted documentary was received by the landlord and that neither party had any issues in proceeding with the tenants' application for dispute. As such, I am satisfied that both parties have been sufficiently served with the notice of hearing package and the submitted documentary evidence as per section 90 of the Act.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation, return of double the security deposit and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on July 27, 2017 on a fixed term tenancy ending on April 30, 2018 as per the submitted copy of the signed tenancy agreement dated July 27, 2017. The monthly rent was \$2,000.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$1,000.00 and a pet damage deposit of \$1,000.00 were paid on July 27, 2017.

The tenants seek a clarified monetary claim of \$4,100.00 which consists of:

\$1,000.00	Security Deposit
\$1,000.00	Pet Damage Deposit
\$2,000.00	Compensation, Fail to Comply, Sec. 38(6)
\$100.00	Filing Fee

### Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The tenants agreed to withdraw their application for dispute.

The landlord agreed to pay to the tenants, \$2,000.00 for return of the security and pet damage deposits. Both parties agreed that the landlord shall make payment forthwith via Etransfer to the tenant (S.T.'s known email address by the landlord)

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenants' favour in the amount of \$2,000.00. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement 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.

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: August 03, 2018

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Residential Tenancy Branch