



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The tenants applied for a monetary order in the amount of \$2,200.00 for the return of their security deposit, pet damage deposit, and to recover the cost of the filing fee.

The tenants and the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity to ask questions was provided to the parties. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

There were no service issues raised during the hearing.

### Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the tenants.

Issues to be Decided

- Are the tenants entitled to a monetary order under the *Act*?
- What should happen to the tenants' security deposit and pet damage deposit under the *Act*?
- Are the tenants entitled to the recovery of the cost of the filing fee under the *Act*?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The parties agree that the landlord owes the tenants \$2,150.00 comprised of the return of the security deposit, pet damage deposit, less an amount for a broken fridge tray and including the cost of the filing fee.
2. The landlord agrees to pay the tenants \$2,150.00 by e-transfer on or before **September 21, 2018 at 5:00 p.m.** The email address of the tenants was confirmed by the parties during the hearing.
3. Should the landlord fail to pay the tenants in accordance with #2 above, the tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of \$2,150.00, which will be of no force or effect if the landlord complies with #2 above.
4. The tenants waive their right to double the return of their security deposit and pet damage deposit under the *Act* as part of this mutually settled agreement.
5. The parties agree this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The tenants are granted a monetary order in the amount of \$2,150.00 as detailed above. Should the landlord fail to pay the tenants this amount by the date specified in

#2 above, this order must be served on the landlord by the tenants and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 5, 2018

---

Residential Tenancy Branch