



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LAVAL DEVELOPMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, 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 claim of \$900.00 the return of their security deposit and the recovery of the cost of the filing fee.

Tenant IL ("tenant"), the owner of the named landlord company SJ ("owner") and the bookkeeper for the named landlord company attended the teleconference hearing. 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.

The owner and bookkeeper called into the hearing 13 minutes late and stated that they were awaiting a call from the Residential Tenancy Branch which was not the correct process. The owner and bookkeeper were advised that the Notice of Hearing document clearly indicated the directions to call into the hearing.

The owner confirmed that he was served with the tenants' documentary evidence. Although the owner claims that the tenant was served with documentary evidence, it was excluded in full as the landlord neglected to serve the Residential Tenancy Branch with the same evidence as no documentary evidence was uploaded into the dispute resolution portal as per the Notice of Hearing instructions by the landlord.

### Preliminary and Procedural Matters

The tenant confirmed their mailing address at the outset of the hearing while the owner stated that he does not have email and would prefer to receive the decision by regular mail. As a result of the above, the tenants will receive the decision by email and the landlord will receive the decision by regular mail.

In addition to the above, as the landlord SJ was not served and only the landlord company was served, I have removed SJ from the application pursuant to section 64(3) of the *Act* and have left only the name of the corporate landlord company as the sole respondent. Furthermore, I have added an “s” to correct the spelling of the name of the corporate landlord company to match the tenancy agreement submitted in evidence.

#### Issues to be Decided

- Are the tenants entitled to a monetary order under the *Act*?
- What should happen to the tenants’ security 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 landlord agrees to pay the tenants **\$900.00** on or before **September 14, 2018** by cheque to be postmarked on or before September 14, 2018 by 5:00 p.m. The parties confirmed the name of tenant IL during the hearing which has been included on the cover page of this decision for ease of reference.
2. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of \$900.00 which will have no force or effect if the landlord pays the tenant in accordance with #1 above.
3. The tenants agree to withdraw their application in full and waive their right to double the return of the security deposit as part of this mutually settled agreement.
4. Both parties agree that 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, was not coerced in any way 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 have been granted a monetary order in the amount of \$900.00 which will be of no force or effect if the amount owing has been paid as described above. If the landlord does not pay the amount as described 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 7, 2018

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Residential Tenancy Branch