



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, FFL

### Introduction

On August 8, 2018, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Landlord and Tenants attended the hearing. All in attendance provided a solemn affirmation.

The Landlord confirmed that she had served the Tenants the Notice of Hearing package and evidence by registered mail on August 13, 2018 and the Tenants confirmed receipt of these packages. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served with the Notice of Hearing package and evidence.

The Landlord advised that she served an additional package of evidence on November 22, 2018 to the Tenants by registered mail. However, the Tenants stated that they did not receive this evidence. As service of this evidence does not comply with the time frame requirements of Rule 3.14 of the Rules of Procedure, I have excluded this evidence. The Landlord could still speak to this evidence during the hearing.

The Tenants advised that they served their evidence to the Landlord in person on November 30, 2018. The Landlord confirmed that she received this evidence and that she was prepared to respond to it. This evidence was not served within the time frame requirements of Rule 3.15 of the Rules of Procedure; however, as the Tenants were prepared to respond to this evidence, I have accepted it and will consider it when rendering my decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. A security deposit of \$700.00 and a pet damage deposit of \$700.00 were paid by the Tenants. The Landlord shall keep \$1,000.00 of these deposits.
2. The Landlord shall return to the Tenants the sum of **\$400.00** as the balance of the deposits.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition two is not satisfactorily complied with, the Tenants are granted a Monetary Order in the amount of **\$400.00**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenants. 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.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenants with a conditional Monetary Order in the amount of **\$400.00** to serve and enforce upon the Landlord, if necessary.

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: December 8, 2018

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Residential Tenancy Branch