



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FFT

Introduction

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

- the return of the security deposit pursuant to section 38 of the *Act*; and
- recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

Tenant T.P. attended on behalf of the tenants at the date and time set for the hearing of this matter. The landlord joined the hearing approximately 10 minutes after the hearing commenced.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenants' Application for Dispute Resolution and notice of this hearing sent by Canada Post registered mail. As such, based on the testimony of the parties, I find that the landlord was served with the notice of this hearing and the tenant's Application in accordance with section 89 of the *Act*.

Analysis

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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. The landlord agreed to pay to the tenant the amount of \$550.00 by electronic transfer payment by no later than 5:00 p.m. on December 28, 2018. If the landlord is unable to make payment electronically due to technological issues, the landlord also has the option of delivering a cheque to the tenant to the tenant's place of business address which is noted on the cover sheet of this Decision, between the hours of 9:30 a.m. and 11:30 a.m. on December 29, 2018.
2. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenants' application and all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenants whatsoever arising from this tenancy.
3. Both parties confirmed that they agreed to these settlement terms free of any duress or coercion.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenants the attached Monetary Order in the amount of \$550.00 to be served on the landlord by the tenants **ONLY** if the landlord fails to pay the tenants as per the terms of the 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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

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 28, 2018

Residential Tenancy Branch