



Dispute Resolution Services

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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") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants applied for a monetary order for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee.

The male tenant MC ("tenant") and the landlord 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 hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties.

The landlord confirmed that they did not serve any documentary evidence in response to the tenants' application.

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 will return **\$2,400.00** to the tenants by **February 8, 2019 by 5:00 p.m.** via e-transfer. The email address of the tenants was confirmed during the hearing and has been included on the cover page of this decision for ease of reference.
2. The tenants agree to withdraw their application in full as part of this mutually settled agreement.

3. The tenants agree to waive their right to double their security deposit and pet damage deposit under the *Act* as part of this mutually settled agreement.
4. The tenants are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,400.00** which will have no force or effect if the landlord pays the tenants in accordance with #1 above.
5. The landlord agrees to waive their right to claim against the tenants as part of this mutually settled agreement.
6. The parties agree that this mutually settlement agreement represents a full and final settlement of all matters related to this tenancy.

This mutually settled agreement was formed under the authority of section 63 of the *Act*. The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above which was formed pursuant to section 63 of the *Act*.

The tenants are granted a monetary order in the amount of \$2,400.00 which will have no force or effect if the landlord pays the tenants in accordance with #1 above. If the landlord does not pay the amount as described above in #1 above, the monetary order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The decision will be emailed to the tenants and will be sent by regular mail to the landlord.

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: January 7, 2019

Residential Tenancy Branch