



Dispute Resolution Services

Page: 1

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:

- authorization to obtain a return of all their pet damage and security deposits (the deposits) pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the landlords confirmed that they received copies of the tenants' dispute resolution hearing package sent by the tenants by Canada Post's ExpressPost service on October 26, 2018, I find that the landlords were duly served with these packages in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Are the tenants entitled to a monetary award for the return of their deposits? Are the tenants entitled to recover the filing fee for this application from the landlords?

Background and Evidence

This tenancy began on September 1, 2013. Monthly rent during the course of this tenancy increased from \$1,250.00 to \$1,297.50, payable in advance by the first of each month. The landlords continue to hold the tenants' \$625.00 security deposit and \$625.00 pet damage deposit, paid when this tenancy began.

The tenancy ended on July 30, 2018, when the tenants returned their keys to the landlords during the course of the joint move-out condition inspection of these premises.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlords agreed to return \$625.00 from the deposits to the tenants. This is to be implemented by way of an email transfer by February 26, 2019.
2. The tenants agreed to let the landlords retain the remaining \$625.00 from the tenants' deposits.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenants' application and all issues arising out of this tenancy for both parties and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$625.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlords do not abide by the monetary terms of the above settlement as outlined in Clause 1 of the above-noted agreement.

To implement Clause 2 of their agreement, I order the landlords to retain \$625.00 from the deposits currently held by the landlord for this tenancy.

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: February 19, 2019

Residential Tenancy Branch