



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD OLC 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*;
- an order for the landlord to comply with the *Act*, regulations and/or tenancy agreement; and
- recovery of the filing fee for this application pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The tenant testified that he had served the landlord with his Application for Dispute Resolution and notice of this hearing by leaving it with the landlord's wife at the address the tenant believed to be the landlord's place of residence. The landlord testified that he learned of the tenants' Application for Dispute Resolution and notice of this hearing through email and telephone contact from the Residential Tenancy Branch.

Although the parties provided conflicting testimony regarding the service of documents, I find that the landlord was sufficiently served with the notice of this hearing in accordance with section 71(2)(c) 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 the issue currently under dispute at this time:

1. The landlord agreed to pay to the tenants the amount of \$825.00 by cheque by delivering it to the mailbox at the tenants' place of residence, the address of which is noted on the cover sheet of this Decision, between the evening of March 4, 2019 and the morning of March 5, 2019.
2. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenants' application dated November 27, 2018 and all issues currently under dispute at this time.

### 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 \$825.00 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: March 08, 2019

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Residential Tenancy Branch