



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

On November 6, 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”), seeking to apply the security deposit towards these debts pursuant to Section 67 of the *Act*, and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing. The Tenants attended the hearing as well with Y.B. as their advocate. All in attendance provided a solemn affirmation.

The Landlord confirmed that he had served each Tenant the Notice of Hearing package and evidence by registered mail on November 7, 2018 (the registered mail tracking numbers are on the first page of this decision). The Tenants confirmed that they received notification of this mail but they did not know what it was so they did not pick it up. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were deemed to have received the Notice of Hearing package and evidence.

The Tenants advised that they served their evidence to the Landlord by placing it in his mailbox on March 1, 2019. The Landlord confirmed that he received this evidence on March 4, 2019 and that there was a USB stick included that he was unable to view. With respect to the Tenants’ documentary evidence, the Landlord confirmed that he had reviewed it and was prepared to respond to it. As such, this evidence was accepted and considered when rendering this decision. However, with respect to the USB stick, the Tenants advised that they did not confirm if the Landlord had the appropriate playback device to view the contents of the USB. As they did not comply with Rule 3.10.5 of the

Rules of Procedure, I have excluded the contents of the USB stick and will not 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. The security deposit of \$375.00 shall be retained by the Landlord.
2. The Tenants shall pay to the Landlord the sum of **\$100.00** to cover the cost of the filing fee.
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 Landlord is granted a Monetary Order in the amount of **\$100.00**. This Order is enforceable only if the Tenants fail to comply with the payment requirements set forth in the settlement above. The Order must be served on the Tenants by the Landlord. Should the Tenants 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 Landlord with a conditional Monetary Order in the amount of **\$100.00** to serve and enforce upon the Tenants, 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: March 12, 2019

Residential Tenancy Branch