



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL, MNSD, FFT

Introduction

This hearing involved cross applications made by the parties. On November 9, 2018, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation for strata fines pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to section 72 of the *Act*.

On November 17, 2018, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for a return of the security deposit pursuant to Section 38 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord and both Tenants attended the hearing. All in attendance provided a solemn affirmation.

The Landlord advised that she served the Notice of Hearing packages to the Tenants by registered mail on November 14, 2018 and the Tenants confirmed receipt of these packages. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served with the Landlord’s Notice of Hearing packages.

The Tenants advised that they served the Notice of Hearing package and evidence to the Landlord by registered mail on November 21, 2018 and the Landlord confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Tenants’ Notice of Hearing package and evidence.

The Landlord advised that she served her evidence to the Tenants by registered mail approximately a month ago and the Tenants confirmed receipt of this package. Based on this undisputed testimony, and in accordance with the time frame requirements of Rule 3.14 of the Rules of Procedure, I am satisfied that the Tenants were served with the Landlord's evidence.

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.

Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for loss?
- Is the Landlord entitled to recover the filing fee?
- Are the Tenants entitled to a return of double the security deposit?
- Are the Tenants entitled to recover the filing fee?

Background and Evidence

All parties agreed that the tenancy started on November 1, 2016 and ended when the Tenants gave up vacant possession of the rental unit on October 31, 2018. Rent was established at \$1,450.00 per month, due on the first day of each month. A security deposit of \$500.00 was also paid.

Both parties agreed that the Tenants provided their forwarding address in writing via a letter on October 1, 2018 and on the move-out inspection report on October 31, 2018.

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 engaged in a discussion on what would be an amenable settlement for both parties, they agreed as follows:

1. The Landlord could keep the Tenants' security deposit of \$500.00.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims under their respective Applications.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

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 15, 2019

Residential Tenancy Branch