



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation and for the recovery of the filing fee paid for this application.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, as were both Tenants. The parties were affirmed to be truthful in their testimony and provided the opportunity to present testimony and evidence. The parties came to a settlement agreement which will be outlined below.

Preliminary Matters

The Landlord file the Application for Dispute Resolution claiming \$2,965.92 in unpaid utilities as well as the recovery of the filing fee paid for the application. However, two weeks prior to the hearing the Landlord submitted a Monetary Order Worksheet claiming compensation totalling \$15,224.54. No amendment form was submitted.

As stated in rule 4.1 of the *Residential Tenancy Branch Rules of Procedure*, the process for amending the claims on the application involves submitting an Amendment to an Application for Dispute Resolution Form to the Residential Tenancy Branch as well as to serve this information on the other party so they are aware of the amended claims.

As this process was not followed, I find that it would be procedurally unfair to proceed on the basis of the amount claimed on the Monetary Worksheet. Therefore, the parties were informed that the hearing would proceed based on the monetary claim as stated on the original application. Both parties are at liberty to file a new application should there be any remaining claims from this tenancy.

Settlement Agreement

Section 63 of the *Act* states that parties may be provided the opportunity to settle their dispute and for a settlement agreement to be recorded in the form of a decision and order. During the hearing the parties came to the following settlement agreement.

1. The Tenants will pay the Landlord an amount of \$3,081.00 for utilities.
2. The Landlord will pay the Tenants \$3,750.00 for the return of their security deposit and pet damage deposit.
3. The parties will share the cost of the filing fee, with the Tenants paying \$50.00 to the Landlord towards the filing fee.
4. Due to the calculations of the above monetary amounts owed to each party, the Landlord will pay the Tenants a total of \$619.00.

In order to uphold the terms of the above settlement agreement, the Tenants are awarded a Monetary Order in the amount of \$619.00. This Order must be served to the Landlord.

The parties confirmed that they were entering into the settlement agreement voluntarily and free from any coercion. The parties also confirmed their understanding that the settlement agreement reached is full and final resolution of the claims on the Application for Dispute Resolution.

Conclusion

The parties are ordered to follow the settlement agreement as outlined above.

To uphold the settlement agreement and pursuant to Section 67 of the *Act*, I grant the Tenants a **Monetary Order** in the amount of **\$619.00**. The Tenants are provided with this Order in the above terms and the Landlord must be served with this Order as soon as possible. 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.

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 18, 2019

Residential Tenancy Branch