



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT, MNDCL-S, FFL

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the 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 both parties confirmed that they had received one another's dispute resolution hearing packages and written evidence by registered mail, I find that these documents were duly served to one another in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Should any orders be issued with respect to the tenants' security deposit? Should any orders be issued with respect to the filing fees of the parties?

Background and Evidence

Both parties agreed that the landlords returned the tenants' \$1,700.00 security deposit in full in April 2019, after the landlords received the tenants' forwarding address on the envelope the tenants used to send the landlords their dispute resolution hearing package. The tenants said that they sent the landlords a text message with their forwarding address in 2017. The landlords said that this was the first time they had received the tenants' forwarding address.

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. Both parties agreed that the landlords have returned the security deposit for this tenancy to the tenants.
2. Both parties agreed to withdraw their applications for dispute resolution.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications and all issues currently in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

Both applications are hereby withdrawn. 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: June 06, 2019

Residential Tenancy Branch