Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>   MNSD FFT

<u>Introduction</u>

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("*Act*"). The tenants applied for a monetary order in the amount of $925.00 for the return of their security deposit, and to recover the cost of the filing fee.

Tenant AA ("tenant") and the landlord attended the teleconference hearing. I introduced myself and the participants and an opportunity to ask questions was given to both parties. The parties provided affirmed testimony. Although the tenant stated that they were served with documentary evidence through their work e-mail address, the landlord confirmed their understanding that the evidence they described as not being able to submit such as a Condition Inspection Report and evidence of damages would not be relevant to this proceeding. The landlord confirmed that they landlord did not file an application to claim against the tenants' security deposit, did not return the tenants' security deposit within 15 days of being served with their forwarding address in writing, nor did the landlord have permission in writing to retain any portion of the tenants' security deposit. As a result of the above, I find the parties were sufficiently served under the *Act* for the purposes of the matter before me, which is related to the return of the tenants' security deposit and the filing fee.

<u>Preliminary and Procedural Matter</u>

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order will be emailed to the tenants only for service on the landlord, if necessary.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The parties agree that the landlord will pay the tenants **$925.00** by e-transfer no later than **September 19, 2019 at 5:00 p.m. Pacific Standard Time.** The tenants email address was confirmed during the hearing and has been included on the cover page of this decision for ease of reference.
2. The tenants are granted a monetary order pursuant to section 67 of the *Act,* in the amount of $925.00, which will be of no force or effect if the landlord pays the tenants in accordance with #1 above and the tenants successfully deposit the e-transfer payment from the landlord.
3. The tenants agree to withdraw their application as part of this mutually settled agreement.
4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
5. The tenants agree to waive their right to double their security deposit under the *Act* as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

This matter was resolved by way of a mutually settled agreement.

I order the parties to comply with their settlement agreement described above.

The decision will be emailed to the parties as indicated above. The monetary order will be emailed to the tenants only, for service on the landlord, if necessary. Should the tenants require enforcement of the monetary order, the tenants must first serve the landlord prior to the monetary order being filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 13, 2019

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Residential Tenancy Branch