



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- return of the security deposit and any statutory compensation pursuant to sections 38 and 67 of the *Act*, and
- recovery of the filing fee for this application pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Although the tenants were unable to serve the landlords by registered mail with the notice of this hearing, the landlords received notice through the Residential Tenancy Branch's automated email notification process. As such, I find that the notice of this hearing was sufficiently served for the purposes of this hearing in accordance with section 71 of the *Act*.

Neither party exchanged documentary evidence prior to the hearing and as such, no documentary evidence was considered in this matter.

Issue(s) to be Decided

Are the tenants entitled to the return of all or a portion of the security deposit? And if so, are the tenants entitled to any statutory compensation for the landlords' failure to comply with the *Act*?

Are the tenants entitled to recover the filing fee for this application from the landlords?

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 discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties voluntarily agreed to the following **final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy, given that this tenancy has ended:**

1. The landlords will make payment to the tenants of \$1,500.00 by electronic funds transfer on November 28, 2019. Both parties are directed to retain documentary evidence of their efforts to effect the transaction.
2. Both parties agreed that the terms of this settlement as outlined above constitutes a final and binding resolution of the tenants' Application for Dispute Resolution filed on August 5, 2019, all issues currently under dispute at this time, and that no further claims will be made by the landlords or the tenants whatsoever arising from this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue a Monetary Order in the tenants' favour for \$1,500.00 dated November 28, 2019 to be served on the landlords ONLY if the landlords fails to abide by the terms set out in this settlement agreement. Should the landlords 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. If the landlords only make a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

Neither party may bring forward any further claims against each other arising from this tenancy.

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: November 28, 2019

Residential Tenancy Branch