



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

On August 17, 2019, the Tenants made an Application for Dispute Resolution seeking a return of their security deposit and pet damage deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”).

Tenant S.S. and Landlord D.N. both attended the hearing. All parties provided a solemn affirmation.

The Tenant advised that a Notice of Hearing and evidence package was served to each Landlord by registered mail on August 31, 2019. The Landlord advised he received one package; however, the Landlord noted on the Application as D.S. could not pick up this package as her initials were D.N. Despite this, based on this undisputed testimony and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlords were served the Tenants’ Notice of Hearing and evidence package.

The Landlord advised that he served his evidence on December 9, 2019 by registered mail and the Tenant confirmed that she received this package. As service of this evidence complies with Rule 3.15 of the Rules of Procedure, I have accepted this evidence and will consider it when rendering this decision.

All parties acknowledged the evidence submitted and 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.

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.

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on or around December 1, 2018 and ended when the Tenants gave up vacant possession of the rental unit on July 31, 2019. The rent was established at \$1,350.00 per month. A security deposit and a pet damage deposit were paid in the amount of \$1,075.00 in total.

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 reached the following full and final settlement agreement during the hearing:

1. A security deposit and pet damage deposit totalling \$1,075.00 were paid by the Tenants, and the Landlords returned \$467.15 on August 15, 2019.
2. The Landlords shall return the balance of the deposits, that was not previously returned to the Tenants, in the amount of **\$607.85**.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition two is not satisfactorily complied with, the Tenants are granted a Monetary Order in the amount of **\$607.85**. This Order is enforceable only if the Landlords fail to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlords by the Tenants. 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.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenants with a conditional Monetary Order in the amount of **\$607.85** to serve and enforce upon the Landlords, if necessary.

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: December 19, 2019

Residential Tenancy Branch