



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for the return of double the security, and to recover the cost of their filing fee.

The Tenant, S.B., and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord said that he received the Tenants' Application and the documentary evidence from them, and had reviewed it prior to the hearing. The Tenant said that he moved on December 1, 2019, and did not give the Landlord his new address; accordingly, the Landlord served his documentary evidence on the Tenants at their previous address. However, the Tenant said he was not concerned, as he understands that the Landlord's evidence addresses compensation for damages for which the Landlord had not applied for dispute resolution. As such, the Tenant said the Landlord's evidence would be irrelevant to the issues before me.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Tenants withdraw their Application in full as part of this mutually agreed settlement.

2. The Landlord agrees to pay the Tenants their \$1,125.00 security deposit as soon as possible.
3. The Parties agree that the Landlord will pay the Tenants the security deposit via e-transfer to the Tenants' email address set out in the hearing.
4. The Parties agree that the Tenants may seek a Monetary Order from the Residential Tenancy Branch, based on this Settlement Agreement, if the Landlord has not reimbursed the Tenants with the \$1,125.00 security deposit within 15 days of the date of this Decision or by February 5, 2020. A Monetary Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.
5. The Parties agree that this is the final settlement between the Parties regarding the tenancy set out above and that the Landlord will not apply for dispute resolution to claim for damages against the Tenants regarding this tenancy.
6. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the 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.

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: January 21, 2020

Residential Tenancy Branch