



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT, MNDL-S, FFL

### Introduction

This hearing dealt with cross applications filed by the parties. On October 4, 2019, the Tenant made an Application for Dispute Resolution seeking a return of double her security and pet damage deposits pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On October 24, 2019, the Landlords made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking to apply the security and pet damage deposits towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

These Applications were set down for a hearing on February 6, 2020 at 1:30 PM.

The Tenant attended the hearing with H.B. attending as her advocate. Both Landlords attended the hearing as well. All parties provided a solemn affirmation.

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 May 27, 2018 and ended when the Tenant gave up vacant possession of the rental unit on September 1, 2019. The rent was established at \$1,400.00 per month, due on the first day of each month. A security deposit of \$700.00 and a pet damage deposit of \$350.00 were also paid.

### 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 of \$700.00 was paid by the Tenant and the Landlords shall return the entirety of this deposit.
2. A pet damage deposit of \$350.00 was paid by the Tenant and the Landlords shall return the entirety of this deposit.
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 conditions one and two are not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$1,050.00**. 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 Tenant. 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 Tenant with a conditional Monetary Order in the amount of **\$1,050.00** 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: February 7, 2020

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Residential Tenancy Branch