



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDCT, MNDL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with cross-applications filed by the parties. On March 17, 2020, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for Compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking a return of double the deposit pursuant to Section 38 of the *Act*.

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 deposit towards this debt pursuant to Sections 38 and 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant and Landlord R.P. attended the hearing. All parties in attendance provided a solemn affirmation.

The Tenant advised that she served each Landlord with a Notice of Hearing and evidence package by registered mail on or around March 24, 2020, and the Landlord confirmed that they received these packages. Based on the undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlords were served these packages. As well, I have accepted the Tenant’s evidence and will consider it when rendering this Decision.

The Landlord advised that they served the Tenant with the Notice of Hearing and evidence package by email and registered mail on or around May 14, 2020, and the Tenant confirmed that she received this package by email. Based on the undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served this package. As well, I have accepted the Landlords’ evidence and will consider it when rendering this Decision.

All parties 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.

### Settlement Agreement

The parties 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 engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Landlords will pay to the Tenant an amount of **\$450.00**, which is her security deposit.
2. Both parties agreed not to pursue their respective Applications any further.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If condition one is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$450.00**. This Order is enforceable only if the Landlords fail to comply with the payment requirements set forth in the settlement above.

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. The parties also agreed that no further Applications will be made against the other party with respect to this tenancy.

### 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. In recognition of the settlement agreement, I provide the Tenant with a conditional Monetary Order in the amount of **\$450.00** to serve and enforce upon the Landlords, if necessary. 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.

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: July 23, 2020

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Residential Tenancy Branch