



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR, FFT

Introduction

This hearing began as a tenants' Application for Dispute Resolution (application) submitted through the Direct Request Process seeking remedy under the *Residential Tenancy Act* (Act). The tenants' claim was for \$600.00, comprised of \$500.00 of their combined deposits balance of \$500.00 plus the \$100.00 filing fee. An adjudicator wrote an Interim Decision dated February 16, 2021 (Interim Decision), which should be read in conjunction with this decision. The Interim Decision resulted in the Direct Request being adjourned to a participatory hearing.

On this date, June 8, 2021, the participatory hearing was convened, and attending were the tenants and the landlords. The parties were affirmed, and the hearing process was explained to the parties. The opportunity to ask questions was provided to both parties. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

The parties confirmed receiving the documentary evidence package from the other party and that they had the opportunity to review the documentary evidence prior to the hearing. I find the parties were sufficiently served in accordance with the Act as a result.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance

Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues to be Decided

- Are the tenants entitled to the return of their combined deposits under the Act?
- Are the tenants entitled to recovery of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The landlords agree to pay the tenants **\$600.00**, comprised of \$500.00 for the combined deposit balance owing and \$100.00 for the filing fee, in 2 installments as follows:
 - A. Payment 1 on **June 8, 2021** by 6:00 p.m. Pacific Standard Time (PST) by e-transfer in the amount of \$300.00.
 - B. Payment 2 on **July 16, 2021** by 6:00 p.m. PST by e-transfer in the amount of \$300.00.
2. The tenants agree to waive their right to double their combined deposits under the Act as part of this mutually settled agreement.
3. The landlords agree to waive all rights to claim against the tenants regarding this tenancy as part of this mutually settled agreement.
4. The tenants agree to withdraw their application in full as part of this mutually settled agreement.
5. The tenants are granted a monetary order pursuant to section 67 of the Act in the amount of **\$600.00**, which will be of no force or effect if the landlords comply with 1 above in full and both payments are made in full to the tenants as agreed in 1 above.

The tenant's email address was confirmed during the hearing for e-transfer purposes and has been included on the style of cause for ease of reference.

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 all matters related to this tenancy.

Conclusion

This matter was resolved by way of a mutual agreement pursuant to section 63 of the Act.

I ORDER the parties to comply with their mutually settled agreement as described above.

The tenants have been granted a monetary order pursuant to section 67 of the Act in the amount of \$600.00, which will be of no force or effect if the landlords comply with 1 above in full and both payments are made in full to the tenants as agreed in 1 above. Should the tenants required enforcement of the monetary order, the tenants must first serve the landlords with the monetary order and then the monetary order may be filed in the Provincial Court (Small Claims Division) and enforced as an order of that court. The landlords could be held liable for all enforcement costs if the landlords do not comply with the terms of the mutual agreement described above.

This decision will be emailed to both parties. The monetary order will be emailed to the tenants only for service on the landlords, if necessary.

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: June 8, 2021

Residential Tenancy Branch