



# 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 seeking remedy under the *Residential Tenancy Act* (Act). The tenants applied for a monetary order for the return of the balance of their combined deposits under the Act, plus the filing fee.

The tenants, landlord GS (landlord) and a witness for the landlords, RY (witness) attended the teleconference hearing. The witness was not called by the landlord to testify during the hearing. 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.

Both parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. As a result, I find the parties were served in accordance with the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### 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 and any applicable orders would be emailed to them.

### Settlement Agreement

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

1. The parties agree that the landlords will return **\$851.38** to the tenants by e-transfer **no later than June 7, 2021 by 5:00 p.m. Pacific Standard Time.**
2. The tenants are granted a monetary order pursuant to section 67 of the Act in the amount of **\$851.38**, which will be of no force or effect if the amount owing has been paid in full by the landlords as described in 1 above.
3. The tenants waive their right to double the combined deposits under the Act as part of this mutually settled agreement.
4. The landlords agree to surrender their right to claim against the tenants regarding this tenancy as part of this mutually settled agreement.
5. The tenants withdraw this application in full as part of this mutually settled agreement.

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

I ORDER the parties to comply with the terms of their mutually settled agreement above.

The tenants are granted a monetary order in the amount of \$851.38, which will be of no force or effect if the amount owing has been paid in accordance with 1 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. Should the tenants require enforcement of the monetary order they must first serve the landlords and then it may be filed in the Provincial Court (Small Claims)

and enforced as an order of that court. The landlords are reminded that they may be held liable for all costs associated with enforcing the monetary order.

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 1, 2021

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Residential Tenancy Branch