



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PCPM AS AGENT FOR REX HOLDINGS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord's application: MNDCL-S FFL
Tenants' application: MNSDB-DR FFT

Introduction

This hearing was convened in response to an Application for Dispute Resolution (application) by both parties seeking seeking remedy under the *Residential Tenancy Act* (Act). The tenants' claim was for \$3,800.00 for double the return of their security deposit and pet damage deposit, plus the filing fee. The landlord applied for \$627.79 for liquidated damages, unpaid utilities and the filing fee.

Attending the hearing were two agents for the landlord, MG and PN (agents) and the tenants, LD and AA (tenants). 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. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence or their ability to review that evidence prior to the hearing. I find the parties were sufficiently served 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.

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 landlord will pay the tenants **\$2,500.00** no later than **January 21, 2022 by 5:00 p.m. Pacific Time** via cheque.
2. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
3. The tenants are granted a monetary order pursuant to section 67 of the Act in the amount of **\$2,500.00**, which will be of no force or effect if the landlord pays the tenants successfully in accordance with 1 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 all matters related to this tenancy.

Pursuant to section 62(3) of the Act I make the following order:

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

Conclusion

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

The parties have been ordered 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 \$2,500.00, which will be of no force or effect if the landlord complies with 1 above in full. Should the tenants required enforcement of the monetary order, the tenants must first serve the landlord 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 landlord could be held liable for all enforcement costs if the landlord does 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 landlord, 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: January 11, 2022

Residential Tenancy Branch