



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCL - S, FFL

Introduction

This hearing dealt with a landlord's application for monetary compensation for damages or loss under the Act, regulations or tenancy agreement; authorization to retain part of the tenant's security deposit; and, recovery of the filing fee.

The landlords and tenants appeared for the hearing and the parties were affirmed.

I confirmed the landlords served their proceeding package and evidence to the tenants via registered mail and the tenants received the packages.

I heard the tenants sent their evidence to the landlords via registered mail on February 9, 2022 but the landlord did not pick up the package until the day of the hearing. I also heard that the tenants sent their evidence to the landlords by email on February 10, 2022. The landlords argued the tenants failed to serve the landlords properly; however, the landlords acknowledged they had read the tenant's materials and were prepared to respond to the tenant's evidence. As such, the landlords were agreeable to being deemed sufficiently served and proceed with the hearing as scheduled. Accordingly, I deemed the landlord's sufficiently served pursuant to the authority afforded me under section 71 of the Act.

After the parties had an opportunity to be heard and present their evidence, the parties turned their minds to resolving their dispute by way of a settlement agreement. I was able to facilitate a settlement agreement and I have recorded it by way of this decision and the Order(s) that accompanies it.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

The parties mutually agreed upon the following term(s) in full and final satisfaction of any and all claims the parties may have against the other party with respect to this tenancy:

1. The landlords shall pay to the tenants the sum of \$600.00 without further delay.
2. It is recognized that in June 2022, the landlords sent a cheque to the tenants for a portion of their security deposit, in the amount of \$300.00. The tenants state they did not cash the cheque and the cheque is now non-negotiable as it is stale-dated. The landlords shall re-issue another cheque or send an e-transfer to the tenants for \$300.00 unless a search of their banking records shows the tenants did in fact cash the original cheque.
3. Neither party shall make any other claim or Application for Dispute Resolution against the other party with respect to this tenancy.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

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.

In recognition of the settlement agreement, I provide the tenants with a Monetary Order in the amount of \$600.00.

In keeping with term 2 of the settlement agreement, I further ORDER the landlords to perform a search of their banking records within 14 days of the date of this decision to determine whether the tenants had cashed the \$300.00 cheque sent to them in June 2022. If the search reveals the tenants did cash the cash the cheque, the landlords shall email proof of that to the tenants. If the search reveals the tenants did not cash the cheque, the landlords shall send the tenants \$300.00, via cheque or e-transfer, to

replace the now stale-dated cheque. Provided to the tenants is a Monetary Order in the amount of \$300.00 to serve and enforce in the event the landlords do not sent proof the cheque was already cashed or \$300.00.

As this is a full and final settlement agreement, neither party may make any other claim or Application for Dispute Resolution against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded by way of this decision and the Order(s) that accompany it.

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 22, 2023

Residential Tenancy Branch