



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNSDB-DR, FFT

Introduction

On July 15, 2022, an adjudicator appointed pursuant to the *Residential Tenancy Act* (the “Act”) adjourned the Tenants’ application for dispute resolution to a participatory hearing. She did so on the basis of an ex parte hearing using the Residential Tenancy Branch’s direct request process. This hearing was convened as a result of the Tenants’ application under the Act for:

- return of double the Tenants’ security deposit and pet damage deposit in the amount of \$3,642.67 pursuant to section 38.1; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Landlord and the Tenants attended this hearing and gave affirmed testimony. Also in attendance was the Landlord’s witness, MC.

Amendment of Landlord

This application initially named Century21 as the landlord and respondent. The Landlord confirmed that he is the owner of the property and had hired Century21 as his property manager. The parties agreed to amend the application to replace Century21 with the Landlord as respondent. By consent of the parties and pursuant to section 64(3)(c) of the Act, I have amended this application accordingly.

Settlement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute, and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of the issues under dispute in this application:

1. The Landlord will pay the Tenants \$400.00 via e-transfer (to the email address referenced on the cover page of this decision) by today, March 23, 2023.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement terms as final, binding, and enforceable, which resolve the issues raised on this application.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application. To give effect to the above settlement and as discussed with the parties during the hearing, I grant the Tenants a Monetary Order in the amount of **\$400.00**. If the Landlord does not make payment as agreed upon, this Order may be served on the Landlord, filed in the Provincial Court of British Columbia, 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: March 23, 2023

Residential Tenancy Branch