



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNSDB-DR, FFT**

Introduction

This hearing dealt with the Tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. An Order for the return of the security deposit and pet damage that the Landlord is holding without cause pursuant to Section 38 of Act; and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. Two of the Landlord's Agents, and the Tenants attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

Settlement

Pursuant to Section 63 of the Act, the 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.

The parties brought up that they were interested in reaching a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agrees to compensate the Tenants \$13,100.00 which represents double the security deposit and double the pet damage deposit;
2. The Landlord agrees to make the payment of \$13,100.00 to the legal names of both Tenants which are found on the cover sheet of this decision;
3. The Landlord agrees to have a certified bank draft available for the Tenants pick up at 1:00 p.m. on March 21, 2023 at the property management's office;
4. The Tenants will be granted a Monetary Order for \$13,100.00 in case the Landlord does not comply with settlement term number 1;
5. The Parties are ordered to comply with all these settlement terms; and,
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant a Monetary Order to the Tenants in the amount of \$13,100.00 in case the Landlord does not comply with settlement term number 1. The Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may

be filed in the Small Claims Division of 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 Act.

Dated: March 14, 2023

Residential Tenancy Branch