



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

Introduction

This hearing dealt with the tenants' application, filed on July 5, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of double the amount of the tenants' security deposit of \$1,050.00 and pet damage deposit of \$1,050.00, totalling \$2,100.00 (collectively "deposits"), totalling \$4,200.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord and the two tenants, tenant CG ("tenant") and "tenant CH," attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 25 minutes from 1:30 p.m. to 1:55 p.m. The landlord called in late at 1:31 p.m. All hearing participants, including myself, were unexpectedly disconnected from the hearing from 1:39 to 1:40 p.m.

All hearing participants confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send copies of this decision to both parties after this hearing.

The tenant identified herself as the primary speaker for both tenants at this hearing. Tenant CH agreed to same.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any RTB hearings by any participants. At the outset of this

hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them or represent them as their agent or advocate. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

I repeatedly cautioned the landlord about interrupting and speaking at the same time as me and the tenants, throughout this hearing.

Preliminary Issue – Direct Request Proceeding and Service

This hearing was originally scheduled as a direct request proceeding, which is an ex-parte, non-participatory hearing. A decision was made on the basis of the tenants' paper application only, not any participation or evidence from the landlord. An "interim decision," dated August 25, 2022, was issued by an Adjudicator for the direct request proceeding. The interim decision adjourned the direct request proceeding to this participatory hearing.

By way of the interim decision, the tenants were required to serve the interim decision and notice of reconvened hearing, also dated August 25, 2022, to the landlord. The landlord confirmed receipt of the above documents from the tenants. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the interim decision and notice of reconvened hearing.

The landlord confirmed receipt of the tenants' original application for dispute resolution by direct request. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants' original application for dispute resolution by direct request.

Settlement Terms

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 and orders. During the

hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenants \$2,700.00 total, by May 26, 2023, by way of e-transfer to the tenant's email address, as confirmed by both parties during this hearing;
 - a. The above amount includes the tenants' deposits, totalling \$2,100.00, and the \$100.00 application filing fee;
2. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
3. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 25-minute hearing. The tenants were given additional time during this hearing to discuss settlement privately with each other. Both parties were provided with ample time during this hearing, to ask questions, think about, negotiate, discuss, and decide about the above settlement terms.

Conclusion

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary order in the tenants' favour in the amount of \$2,700.00. I deliver this order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant(s) \$2,700.00 as per condition #1 of the above agreement. The landlord must be served with a copy of this order. Should the

landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court 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: May 26, 2023

Residential Tenancy Branch