



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNSD, FFT

### Introduction and Preliminary Matters

On August 22, 2022, the Tenants applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Tenant V.L. attended the hearing, and both Landlords attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing package and documentary evidence was discussed, and there were no issues concerning service.

All parties agreed that the tenancy started on July 1, 2021, that rent was established at an amount of \$2,300.00 per month, that it was due on the first day of each month, and that the tenancy ended when the Tenants gave up vacant possession of the rental unit on June 30, 2022. A security deposit of \$1,150.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence for consideration. As well, all parties confirmed that \$500.00 of the Tenants’ security deposit was withheld without written authorization after the Tenants’ provided their forwarding address in writing.

Submissions were made by both parties pertaining to this claim; however, the parties subsequently turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlords must pay to the Tenants an amount of **\$600.00**. Only the amount remaining unpaid by the Landlords will be enforceable.
2. The parties agreed that fulfilment of this condition would amount to full and complete satisfaction of this dispute.
3. The parties agreed that they are now precluded from filing any other Applications against the other party with respect to this tenancy.

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 they understood the binding nature of this full and final settlement of this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I

have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, the Tenants are provided with a conditional Monetary Order in the amount of **\$600.00** to serve and enforce upon the Landlords, if necessary. The Order must be served on the Landlords by the Tenants. Should the Landlords 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 Order will only be enforceable in the amount that remains unpaid by the Landlords.

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 16, 2023

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Residential Tenancy Branch