

## **DECISION**

### **Introduction**

The Tenants seek the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 38 for the return of the security deposit and/or the pet damage deposit; and
- return of the filing fee pursuant to s. 72.

The Landlord files her own application, seeking the following relief under the *Act*:

- a monetary order pursuant to ss. 38 and 67 seeking compensation for unpaid rent or utilities by claiming against the deposit; and
- return of the filing fee pursuant to s. 72.

B.C. attended as the Tenant. A.L. attended as the Landlord’s agent.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

### **Settlement**

Under s. 63 of the *Act*, I may assist the parties to settle their dispute. If the parties can reach an agreement during the dispute resolution proceedings, I may record the settlement in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute. The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

- 1) The Tenants agree to pay \$443.99 in utilities to the Landlord, which comprises a full settlement on the Landlord’s claim for unpaid utilities. The Landlord may retain this amount from the Tenants’ security deposit.
- 2) The Landlord will return the balance of the security deposit, plus interest owing on the security deposit in the amount of \$43.19, to the Tenants. The total amount owed by the Landlord to the Tenants is **\$674.20**.

I confirmed the terms of the settlement with the Landlord and the Tenant. I confirmed that the Landlord's agent and the Tenant entered into the agreement voluntarily, free of any coercion or duress. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

To give effect to the settlement, I order that the Landlord pay **\$674.20** to the Tenants. It is the Tenants' obligation to serve the monetary order on the Landlord, with the monetary order being enforceable at the BC Provincial Court.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. Both claims under s. 72(1) of the *Act* for the respective filing fees are dismissed, without leave to reapply.

I make no findings with respect to the substantive issues in dispute. Nothing in this settlement shall be construed to limit either party's entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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 20, 2025

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Residential Tenancy Branch