

DECISION

Introduction

In this decision, the terms “Landlords”, “Tenants”, and “Rental Unit” are defined terms; definitions for the foregoing terms are provided on the cover page of this decision.

The individuals identified on the cover page of this decision attended the hearing, which was convened under the *Residential Tenancy Act* (The **Act**) in response to cross applications from the parties.

The Landlords filed their application on November 19, 2025. The Landlords are seeking:

- A Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the *Act*.
- Authorization to retain all or a portion of the Tenants’ security deposit in partial satisfaction of the Monetary Order requested under section 38 of the *Act*.
- Authorization to recover the filing fee for this application from the Tenants under section 72 of the *Act*.

The Tenants filed their application on December 4, 2025. The Tenants are seeking:

- The return of double their security deposit, pursuant to section 38 of the *Act*.
- Authorization to recover the filing fee for this application from the Landlords under section 72 of the *Act*.

Service of Records

The Landlords provided evidence showing that they attempted to serve their Proceeding Package to the Tenants, individually, by mailing three packages to each tenant, at the Tenants’ forwarding address, via Canada Post’s registered mailing service.

The Tenants testified that they never received the registered packages mailed by the Landlords, because they were outside of Canada from approximately the end of November 2025 to early January 2026.

The Landlords also provided evidence showing that on February 9, 2026, they served their application to the Tenants by attaching a copy of the application to the Tenants’ residence’s door. The Tenants testified that all three tenants that I have collectively defined as “Tenants” on the cover page of this decision reside in the same residence.

The Tenants acknowledged receipt of the Landlords' application, and they testified that they discovered the application, on February 9, 2026, attached to their residence's door.

Based on the above, pursuant to section 71(2)(c) of the *Act*, I find that on February 9, 2026, for the purposes of the *Act*, the Landlords sufficiently served their application to the Tenants by attaching one or more copies to the Tenants' residence's door.

The Tenants provided evidence showing that they served their application to the Landlords, via email. The Tenants testified that their email was served to the Landlords on December 6, 2026.

The Landlords acknowledged receipt of the Tenants' application, and they agreed that they received it via email. Pursuant to the foregoing acknowledgement of receipt I find, pursuant to section 71(2)(c) of the *Act*, that on or about December 6, 2026, the Tenants sufficiently served their application to the Landlords, for the purposes of the *Act*, via email.

During the hearing, the parties indicated their intention to settle their disputes.

Analysis

Under section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their disputes.

Both parties agreed to the following terms of a final and binding resolution of their respective applications and the issues in dispute arising out of this tenancy at this time, and that they did so of their own free volition and without any element of coercion:

1. The Landlords will retain \$1,750.00, from the Tenants' security deposit, in the amount of \$1,975.00, and accrued interest, in the amount of \$79.50.
2. By February 27, 2026, the Landlords will pay the Tenants \$250.00 by e-transfer.
3. The Residential Tenancy Branch will issue a \$100.00 refund to both parties for their respective filing fees that they paid for their applications.
4. Both parties agree that moving forward neither party will file any applications at the Residential Tenancy Branch in relation to this tenancy and their counterparty.

Conclusion

During the hearing the parties agreed to settle their disputes, the terms of which are outlined above.

To give effect to the above settlement reached between the parties, I grant a Monetary Order in the Tenants' favour in the amount of \$250.00, enforceable only if term "2." of the above settlement agreement is not abided by.

The Tenants are provided with the attached Monetary Order in the above terms, and the Landlords must be served with a copy of the Order as soon as possible. Should the Landlords fail to comply with the Order (in accordance with the deadline set in the parties' settlement agreement), the Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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: February 24, 2026

Residential Tenancy Branch