



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S MNDL-S MNRL-S FFL

Introduction

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

- a monetary order for damage or compensation pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 67 of the *Act*; and
- recovery of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, I asked the parties to confirm service of documents. The landlord testified that she served the tenants individually with her application for dispute resolution and the notice of this hearing by Canada Post registered mail at the end of August 2018. The tenants confirmed receipt of this package. The landlord testified that she sent the tenants another two packages, one in October 2018 and one in December 2018, with her evidence. The tenants denied receiving the landlord's evidence, as tenant K.F. stated that he had been going through a difficult personal situation and had moved around a lot during that time, and had not been able to pick up the documents before they were returned to the landlord. The landlord confirmed that she had received the documents returned to her as "unclaimed" by the tenants. The tenants stated that they had evidence they could submit in response to the landlord's claim, but this would require an adjournment of the matter.

As such, the parties were given an option to adjourn the hearing to a future date in order to allow an opportunity for both parties to exchange their evidence in accordance with the Residential Tenancy Branch Rules of Procedure, or take the opportunity of this hearing to discuss a settlement of their dispute.

Analysis

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

Both parties agreed to the following **final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy, given that this tenancy has ended:**

1. The tenants agreed to make payment to the landlord of \$400.00 and for the landlord to retain the \$800.00 security deposit and \$800.00 pet damage deposit in full and final satisfaction of the landlord's Application. The tenants agreed that the \$400.00 payment will be made by e-transfer by no later than 5:00 p.m. on April 1, 2019 to the email address noted on the cover sheet of this Decision.
2. The tenants agreed to return the landlord's cabinet currently in the possession of the tenants. The tenants agreed to deliver the cabinet to the person as directed by the landlord (name of person noted on the cover sheet of this Decision), on April 1, 2019 between the hours of 10:00 a.m. and 2:00 p.m.
3. The tenants agreed to attend at the dispute address to pick up the tenants' landscaping supplies, on April 1, 2019 between the hours of 10:00 a.m. and 2:00 p.m.
4. The tenants agreed to contact the landlord by March 15, 2019 to confirm the delivery and pickup date and time on April 1, 2019.
5. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's Application, all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenants whatsoever arising from this tenancy.
6. The parties agreed to these settlement terms free of any duress or coercion.

Conclusion

The tenants will pay the landlord \$400.00. The landlord will retain the \$800.00 security deposit and the \$800.00 pet damage deposit. The landlord's application is dismissed in its entirety without leave to reapply.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Monetary Order in the amount of \$400.00 to be served on the tenants by the landlord **ONLY** if the tenants fail to pay the landlord as per the terms of the settlement agreement.

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. If the tenants only make a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

No further claims may be brought forward by either party arising from this tenancy.

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: January 11, 2019

Residential Tenancy Branch