

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application for return of the security deposit. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the submissions of the other party.

Issues(s) to be Decided

1. Have the tenants established an entitlement to return of the security deposit?
2. Can the parties reach a mutual resolution to this dispute?

Background and Evidence

The parties provided undisputed testimony as follows. The tenancy commenced October 28, 2009 and ended November 17, 2009. The tenants had paid a \$312.50 security deposit in October 2009. The tenants provided their forwarding address in writing to the landlords on November 17, 2009. The landlords sent \$100.00 of the security deposit by regular mail in early December 2009. The tenants received the \$100.00 refund after filing this application for dispute resolution on December 3, 2009.

The landlords did not make an application to retain any portion of the security deposit and did not refund the security deposit within 15 days of receiving the forwarding address. Rather, the landlords explained they did not have the financial ability to return all of the security deposit within the 15 days due to medical issues of the female landlord and because the landlords had to spent time trying to rid the rental unit of the smell of smoke.

The tenants described how not receiving all of the security deposit caused financial difficulties for the tenants also and that they moved at the request of the landlord only a few weeks after moving in.

The parties were informed of a tenant's entitlement to double the security deposit where a landlord fails to comply with the Act in returning the security deposit or making an application to retain it.

The parties were provided the opportunity to discuss a settlement agreement which was reached during the hearing. I record the settlement agreement as follows:

1. The landlords will pay the tenants \$200.00 by Monday, April 12, 2010.
2. The parties agree that this payment is in satisfaction of all claims the other party may have against the other party and that both parties are now precluded from making a future application against the other.

Analysis

I accept the mutual agreement reached between the parties during the hearing and make it an Order to be binding upon both parties. The landlords are hereby ORDERED to pay the tenants \$200.00 by Monday, April 12, 2010. The tenants are provided a Monetary Order with this decision to ensure payment is made. The Monetary Order may be filed in Provincial Court (Small Claims) and enforced as an Order of the court.

Conclusion

This dispute has been resolved by mutual agreement. The landlords have been ORDERED to pay the tenants \$200.00 by April 12, 2010 in satisfaction of the mutual agreement.

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: April 08, 2010.

Dispute Resolution Officer