

## DECISION

Dispute Codes      MNSD, FF

### Introduction

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

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. As the landlord confirmed that he received the tenants' application by registered mail, I am satisfied that the tenants served the landlord with their application in accordance with the *Act*.

### Issues(s) to be Decided

Are the tenants entitled to obtain a return of double their security deposit from the landlords? Are the tenants entitled to recover their filing fee for their application from the landlords?

### Background and Evidence

This one-year fixed term tenancy commenced on September 15, 2009 and was scheduled to end on September 30, 2010. Monthly rent was set at \$1,500.00 payable on the first of the month. The landlord continues to hold the tenants' \$750.00 security deposit (plus applicable interest), paid by the tenants on or about September 15, 2009. No interest is payable over this period.

The tenants vacated the rental unit on September 15, 2010 and sent the landlord their forwarding address by email on September 26, 2010. The landlord testified that he did not return the tenants' security deposit because there was cleaning, damage and losses that arose from their tenancy. He said that it was his intention to file a separate application for dispute resolution regarding his monetary claim against the tenants arising out of this tenancy.

### Analysis

Pursuant to section 63 of the *Act*, the Dispute Resolution Officer 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 this hearing, the parties discussed the differences between them, turned their minds to compromise and reached an agreement to settle their dispute. The parties agreed that:

1. The landlord will return \$662.50 from the tenants' security deposit to the tenants.
2. The landlord's return of this portion of the tenants' security deposit comprises the full and final settlement of all matters between the parties relating to this tenancy and, for greater clarity, neither party will file any further applications against the other with the Residential Tenancy Branch with respect to this tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the tenants monetary Orders to be used by them if the landlord does not comply with the terms of their agreement. The tenants are provided with these Orders in the above terms. If the tenants need to use these Orders to obtain the landlord's compliance with their agreement, the landlord must be served with a copy of these Orders. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that 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 *Residential Tenancy Act*.