



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, FF

### Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant 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. The male tenant (the tenant) confirmed that the landlord's agent handed him a copy of the landlord's dispute resolution hearing package on or about December 15, 2010. I am satisfied that the landlord served this package to the tenants in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

This tenancy commenced as a fixed term tenancy on March 15, 2010, set to expire on June 30, 2010. The tenancy converted to a month-to-month tenancy after the expiration of the fixed term tenancy. Monthly rent was set at \$2,595.00, payable on the first of the month. The landlord continues to hold the tenants' \$1,297.50 security deposit paid on March 5, 2010.

The tenants vacated the rental unit on November 30, 2010. The landlord applied for a monetary award of \$1,297.50, the same amount of the tenants' security deposit.

### 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 the hearing, the parties discussed the landlord's application, turned their minds to a compromise and agreed to settle all of the issues in dispute between them on the following terms.

1. The parties agreed that the landlord shall return the tenants' \$1,297.50 security deposit plus applicable interest forthwith. (No interest is payable over this period.)
2. The landlord agreed to withdrew the application for a monetary award.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

#### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$1,297.50. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord must be served with a copy of these Orders if the tenants are not satisfied that the landlord is abiding by the terms of the above settlement. 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*.