



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the tenants' application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenants applied for return of double the security deposit, and to recover the filing fee.

The male tenant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord confirmed receiving the evidence package from the tenants and had the opportunity to review it prior to the hearing. The landlord did not serve evidence on the tenants. I find the landlord was served in accordance with the *Act*.

Issue to be Decided

- Are the tenants entitled to the return of double the security deposit under the *Act*?

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The landlord agrees to pay the tenants **\$330.00** comprised of \$280.00 of the remaining security deposit and the \$50.00 filing fee.
2. The landlord agrees to mail a cheque to the tenants on or before November 15, 2012.
3. The tenants waive their right to double their security deposit under the *Act*.

4. The tenants withdraw their application in full as full and final settlement of the tenants' claim towards the return of their security deposit and the filing fee.
5. The tenant will receive a monetary order in the amount of \$330.00 which will have no force or effect once the cheque is received from the landlord.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

As a result of this settlement agreement, **I grant** the tenants a monetary order in the amount of **\$330.00** which will be of no force or effect if the amount owing has been paid in accordance with the above terms. If the landlord does not pay the amount in accordance with the above terms, this order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 14, 2012

Residential Tenancy Branch