



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, to retain all or part of the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The landlord served each respondent the Hearing package and evidence via registered mail. The respondents were not individually served. The hearing package was originally mailed in October 2012 and returned by Canada Post. The landlord then mailed the package again on December 24, 2012. The tenant received the package the day prior to the hearing; but he was prepared to proceed.

The application was amended to remove the female respondent, as she was not separately served with a copy of the Notice of hearing that had been issued.

Mutually Settled Agreement

The parties reached the following agreement:

- The landlord will retain \$400.00 from the \$1,475.00 security deposit held in trust;
- Within a reasonable period of time the balance of the deposit; \$1,075.00 will be returned to the tenant, to the address on the application; and
- A monetary Order in the sum of \$1,075.00 will be issued to the tenant and may be used to enforce this agreement should payment not be made to the tenant within a reasonable period of time.

Therefore, pursuant to section 63(2) of the Act, I Order the landlord to return the balance of the deposit to the tenant, in the sum of \$1,075.00 and I have issued a monetary Order to that effect. The monetary Order will not be enforceable once the payment to the tenant has been made.

This mutual agreement settles the landlord's claim.

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: January 11, 2013

Residential Tenancy Branch

