



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other by mailing, by registered mail.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?
- d. Whether the Tenants are entitled to an order for the return of their security deposit?
- e. Whether the Tenants are entitled to an order for the reimbursement of the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term tenancy agreement in writing that provided that the tenancy would begin on June 1, 2011 and end on May 31, 2012 with the term becoming month to month after that. The rent at the end of the tenancy was \$1700 per month payable on the first day of each month. The tenants paid a security deposit of \$825 on April 21, 2011.

The tenancy ended on May 31, 2013.

The landlord claims the sum of \$1370 for damage to the rental unit. The tenants have filed a claim for in the sum of \$1650 for double the security deposit.

Settlement:

The claims are disputed. At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

1. The Landlord shall retain \$600 of the security deposit.
2. The Landlord shall pay to the Tenants the balance of the security deposit in the sum of \$225.
3. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

As a result of the settlement I ordered that the landlord shall retain \$600 of the security deposit. I further ordered that the landlord shall pay to the Tenants the balance of the security deposit in the sum of \$225.

It is further Ordered that this sum be paid forthwith. The parties are given a formal Order in the above terms and the Tenants must serve the Landlord with a copy of this Order as soon as possible.

Should the Landlord fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order 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*.

Dated: August 01, 2013

Residential Tenancy Branch

