



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing was convened as a result of the landlords' application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlords applied for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit, and to recover the filing fee.

The tenant and the landlords 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 tenant confirmed that she did not submit evidence in response to the landlords' application. The landlords' evidence was excluded from the hearing as the landlords failed to serve the Branch in accordance with the rules of procedure.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The tenant agrees to surrender **\$72.37** comprised of \$22.37 for a new lock, plus the \$50.00 filing fee, from her security deposit of \$400.00, leaving the tenant's security deposit balance as \$327.63.
2. The landlords agree to return the tenant's security deposit balance of **\$327.63 by November 8, 2013**. The landlords confirmed that they had the mailing address of the tenant during the hearing.
3. The tenant is granted a monetary order in the amount of **\$327.63** which will be of no force or effect, if the amount owing has been paid in accordance with #2 above.

4. The landlords withdraw their application in full as part of this mutually settled agreement.
5. The tenant waives her right to double her security deposit under the *Act* as part of this mutually settled agreement.
6. The parties agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement.

I grant the tenant a monetary order in the amount of **\$327.63** which will be of no force or effect if the amount owing has been paid as described above. If the landlords do not pay the amount as described above, the tenant must serve the monetary order on the landlords and the monetary order 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: October 22, 2013

Residential Tenancy Branch

