



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

TENANT: MNSD, FF
LANDLORD: MNDC, MNSD, O, FF

Introduction

This matter dealt with an application by the Tenants for the return of double the security and pet deposits and to recover the filing fee for this proceeding.

The Landlords' application was for damage or loss under the Act, regulations or tenancy agreement, to retain the security deposit, to recover the filing fee and for other considerations.

At the start of the conference call it became apparent that the Landlords' application had not been forwarded to the Arbitrator for the hearing. The Parties were given the choice of adjourning the hearing to a later date so that the Arbitrator could have all the information on both files or the parties could settle the disputes by mutual agreement. The Parties agreed to settle the disputes as they did not want to adjourn the hearing to another date.

The parties reached an agreement to settle these matters, on the following conditions:

1. the Landlord agreed to return the full security deposit and the full pet deposit as full settlement of both the Landlords' dispute and the Tenants' dispute.
2. The Tenant agreed to accept the original deposits as full settlement of both the Tenants' application and the Landlords' application.
3. The Landlord agreed to send the deposits to the Tenant either before or when the Landlord received the settlement agreement. The Landlord agreed to send the deposits to the forwarding mail address the Tenant gave the Landlord on November 20, 2013.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlords and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Landlords will send the Tenants' full security and pet deposits to the Tenants forth with.

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: May 05, 2014

Residential Tenancy Branch