



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, FF  
                             MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by both the Tenants and the Landlord.

The Landlord applied for a Monetary Order for damage to the rental unit and to keep the Tenants’ security deposit. The Tenants applied for the return of double the amount of the security deposit, pursuant to section 38(6) (b) of the Act. Both parties also applied for the recovery of the filing fee for the cost of making their Application.

Both parties appeared for the hearing and provided affirmed testimony during the hearing. The parties testified that they had served a copy of their Application and the Notice of Hearing documents by registered mail to each other. Both parties confirmed receipt of these documents and I determined that they had been served to each other in accordance with section 89(1) (c) of the Residential Tenancy Act (the “Act”).

However, during the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of both disputes.

### Analysis & Conclusion

Pursuant to section 63 of the Act, the arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

Both parties **agreed** to settle their respective disputes in full as follows:

- The Tenant consented to the Landlord deducting \$325.00 from the Tenants’ security deposit of \$525.00.

- The Landlord will return the remaining balance to the Tenant in the amount of \$200.00 forthwith.
- This is in **full** satisfaction of the Tenants' and the Landlord's Applications.
- The Tenants are issued with a Monetary Order in the amount of \$200.00 which is enforceable in the Small Claims court **if** the Landlord fails to make payment.
- The Landlord is cautioned to ensure that documentation is retained in relation to any payments made.

This agreement and order is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy.

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: June 03, 2014

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Residential Tenancy Branch

