



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of the security deposit and to recover the filing fee for the cost of the Application.

The Tenant appeared for the hearing and testified that she had served the Notice of Hearing documents, a copy of the application and documentary evidence to the Landlord by registered mail. The Landlords appeared for the hearing and confirmed receipt of the hearing documents and the Tenant’s documentary evidence; however no written evidence was submitted by the Landlords prior to this hearing.

As a result, I find that the Tenant served the hearing documents and her written evidence in accordance with the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure.

At the start of the hearing the Landlords and Tenant agreed that an \$860.00 security deposit had been paid by the Tenant to the Landlords at the start of the tenancy. It was determined during the hearing that the Landlords had failed to meet their legal obligation regarding the return of the Tenant’s security deposit pursuant to Section 38(1) of the Act and the Landlord was cautioned regarding the doubling provision of Section 38(6) of the Act.

The Landlords indicated that they held onto the Tenant’s security deposit because the Tenant was liable for one month’s rent due to her failure to terminate the tenancy in accordance with the Act; however, the Landlords did not make an Application for this issue to be dealt with in this hearing but it was explained that they were at liberty to make an Application for this.

However, during the hearing, the parties instead took the opportunity to discuss the issues between them, engaged in a conversation, and turned their minds to compromise, thus achieving a resolution of their dispute.

### Settlement Agreement

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 the Tenant's Application in full as well as all of the issues associated with this tenancy as follows:

- The Landlords will return the Tenant's security deposit in the amount \$860.00 to the Tenant forthwith after receipt of this decision.
- This is in full satisfaction of the Tenant's Application and the Landlord's potential monetary claim for loss of rent.
- The Tenant is issued with a Monetary Order in the amount of **\$860.00** which is enforceable in the Small Claims court if the Landlords fail to make payment in accordance with this agreement.
- The Tenant will return the keys to the rental unit forthwith to the Landlords after receipt of her security deposit from the Landlords.

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.

The parties are cautioned to retain evidence in relation to the steps taken to meet the above terms and conditions.

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 18, 2014

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Residential Tenancy Branch

