



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O
 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 Tenant and the Landlords.

The Landlords applied for a Monetary Order for unpaid rent, damage to the rental unit, to keep the Tenant’s security deposit, for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”), and for ‘Other’ issues. The Tenant applied for the return of double the amount of the security deposit. Both parties also applied to recover the filing fee for the cost of making their Application.

Both parties appeared for the hearing and provided affirmed testimony during the hearing as well as documentary evidence in advance of the hearing.

At the start of the hearing, before I continued to hear the evidence of both parties in relation to the Applications before me, I offered the parties a chance to engage in a discussion around the settling of the Applications through mutual agreement.

The parties had a discussion, during which I explained the doubling penalty provided by Section 38(6) of the Act based on a Landlord’s failure to comply with the Act in dealing with the Tenant’s security deposit.

I also explained to the parties about the requirement of a Tenant to leave a rental suite reasonably clean and undamaged at the end of a tenancy pursuant to Section 37(2) of the Act.

However, after some lengthy submissions by both parties the parties turned their minds to compromise and achieved a resolution of both disputes through settlement.

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 their respective disputes in full as follows:

- The Tenant consented to the Landlord deducting \$275.00 from the Tenant's security deposit of \$650.00.
- The Landlord will return the remaining balance to the Tenant in the amount of **\$375.00** forthwith.
- This is in **full** satisfaction of the Tenant's **and** the Landlords' Applications.
- The Tenant is issued with a Monetary Order in the amount of \$375.00 which is enforceable in the Small Claims court **if** the Landlords fail to make payment.
- The Landlords are cautioned to ensure that documentation is retained in relation to the making of the payment.

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: July 30, 2014

Residential Tenancy Branch

