



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF, SS
 MNSD, MNDC, 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 Landlords.

The Landlords applied for a Monetary Order for damage to the rental unit and to keep the Tenants' security deposit; the Landlords also applied to serve documents in another way than prescribed by the *Residential Tenancy Act* (the "Act") but confirmed that was an error in their Application and therefore this issue was not dealt with in the hearing. The Tenants applied for the return of double their security deposit and money owed or compensation for loss under the Act. Both parties also applied to recover the filing fee for the cost of making their Application.

Both Tenants appeared for the hearing with a witness. Both Landlords appeared for the hearing with a Legal agent who presented the Tenant's evidence and made submissions on their behalf. All testimony was provided under affirmation and both parties also presented documentary evidence which was served to each other prior to the hearing in accordance with the Act and the Rules of Procedure.

At the start of the hearing, I confirmed that the Tenants had paid a \$750.00 security deposit to the Landlords. I then determined that the Landlords had made their Application on April 14, 2014 to keep the Tenants' security deposit outside of the time limits stipulated by Section 38(1) of the Act and explained that Section 44(1) (d) of the Act determines that a tenancy is ended when the Tenant vacates the rental suite, which the Tenants did on March 15, 2014 after providing a forwarding address in writing. The doubling provisions of Section 38(6) of the Act were also explained to the parties.

I also explained to the Tenants that if they wanted to end the tenancy earlier, they would have been required to get the consent of the Landlords in writing in accordance with Section 44(1) (c) of the Act and if the Landlords had agreed that they would refund any

prorated rent agreed with the Tenant, then it would have been prudent for the Tenants to have secured written confirmation of this agreement.

The parties presented lengthy written evidence and oral submissions throughout the hearing in relation to their monetary claims. At the end of the submissions, 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, and after some lengthy consultation between the parties they 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 both Applications **in full** as follows:

- The Tenants consented to the Landlord deducting **\$250.00** from their security deposit of \$750.00 for cleaning costs.
- The Landlords will return the remaining balance forthwith to the Tenants in the amount of **\$500.00**.
- This is in **full** satisfaction of the Tenants' **and** the Landlords' Application.
- The Tenants are issued with a Monetary Order in the amount of \$500.00 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 in accordance with this agreement.

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: August 20, 2014

Residential Tenancy Branch

