



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNSD, MNDC, FF

Introduction:

The tenants have made a monetary claim for recovery of double the security deposit as well as for overpaid utilities.

Facts:

Both parties attended a conference call hearing. A tenancy began on September 15, 2013 with rent in the amount of \$ 750.00 due in advance on the first day of each month. The tenants paid a security deposit totalling \$ 375.00 on September 15, 2013. The tenants moved out on April 15, 2014 and the landlord returned \$ 135.00 from the security deposit.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenants now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the sum of \$ 75.00 from the tenants' security deposit,
- b. The parties agree that the landlord shall pay the tenants the additional sum from the security deposit which together with interest totals \$ 165.00 inclusive of the filing fee herein, and
- c. In consideration for this mutual final settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the total sum of \$ 75.00 from the security deposit and I granted the tenants a monetary Order in the amount of \$ 165.00 inclusive of the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court. I have dismissed all other claims made by the tenants without leave to reapply.

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: September 16, 2014

Residential Tenancy Branch

