



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EDELWEISS PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for a Monetary Order for double the amount of the Tenants’ security deposit and to recover the filing fee.

The Tenant appeared for the hearing and provided affirmed testimony as well as documentary evidence in advance of the hearing. One of the Landlords appeared late for the hearing and provided affirmed testimony but no written evidence prior to the hearing.

The Landlord confirmed receipt of the Tenants’ Application by registered mail.

The parties agreed that the male Tenant had provided the Landlord with a security deposit at the start of the tenancy in the amount of \$275.00 which the Landlords still retain. The Landlord also confirmed that she had completed a condition inspection of the rental suite at the end of the tenancy on July 30, 2014 with the female Tenant who provided her with their forwarding address in writing.

The parties were informed of Section 38(1) of the Act in relation to the Landlord's obligation to make an Application within 15 days of receiving the Tenant's forwarding address in writing if they intended not to return it. The parties were also informed of Section 38(6) of the Act which explains that if the Landlord fails to comply with Section 38(1) of the Act, the Tenant is entitled to double the amount of the deposit paid.

The Landlord made a number of submissions as to the reasons why the security deposit had not been returned but had failed to make an Application to keep the deposit.

I offered the parties an opportunity to settle this matter through mutual agreement. The parties took the above provisions of the Act into consideration and decided that it was better to resolve this matter through mutual agreement as follows.

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 Tenants' Application in full with the Landlord agreeing to return to the security deposit and the filing fee paid by the Tenants for a total amount of **\$325.00**.

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 file is now closed.

The Tenants are issued with a Monetary Order in the amount of **\$325.00** which is enforceable in the Small Claims court if the Landlords fail to make payment in accordance with this agreement.

The Landlords are cautioned to retain documentary evidence in relation to the payment made 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: November 06, 2014

Residential Tenancy Branch

