



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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 the Tenants for return of double their security deposit and to recover their filing fee for the Application.

Both Landlords and one of the Tenants appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenants’ Application and the Tenants’ written evidence. No written evidence was provided by the Landlords.

The parties agreed that the Tenants had paid the Landlords \$1,000.00 as a security deposit at the start of the tenancy which the Landlords still retained. The Tenant testified that he had vacated the rental suite on June 30, 2014 and had provided the Landlord with a forwarding address by registered mail on August 25, 2014.

The Landlords acknowledged receipt of the Tenant’s forwarding address by registered mail and stated that they were unaware of their obligations in relation to the return of the Tenants’ security deposit under the *Residential Tenancy Act* (the “Act”). The Landlords also alleged that the Tenant had caused damage to the rental suite which the Tenant denied. However, the Landlords did not make an Application to claim for this.

As a result, I determined the Landlords had failed to make an Application to keep the Tenants’ security deposit or return it to the Tenants within the 15 day time limit after receiving the Tenants’ forwarding address as required under Section 38(1) of the Act.

As a result, I explained to both parties the provisions of Section 38(6) of the Act which explains that if the Landlord fails to comply with Section 38(1) of the Act above, the Tenant is entitled to double the amount of the deposit paid.

However, 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 after

some discussion and consideration, the parties 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.

The Landlords agreed to pay the Tenants **\$1,100.00** in full and final satisfaction of the issues associated with this tenancy. The Tenant agreed to receive from the Landlord two postdated cheques; one in the amount of \$550.00 payable to the Tenant for the end of February 2015, and one in the amount of \$550.00 postdated for the end of March, 2015.

The agreement was confirmed with the parties at the conclusion of the hearing and both parties confirmed their understanding to move forward with this resolution.

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. No further Applications are permitted.

The Tenants are issued with a Monetary Order in the amount of **\$1,100.00** 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 of the payment made to Tenants to meet the above terms and conditions. This file is now closed.

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: February 17, 2015

Residential Tenancy Branch

