



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 in relation to the tenant's application for return of double his security deposit and recovery of his filing fee.

Both landlords and the tenant appeared.

The landlord GC acknowledged service of the dispute resolution package including all evidence before me. The tenant acknowledged receipt of the landlords' evidence.

At the beginning of the hearing, I explained the scope of the hearing to the parties. I explained that I could only deal with a potential claim by the landlords today by way of a settlement.

Background and Evidence

This tenancy began 15 August 2014 and ended 15 October 2014. The parties entered into a written tenancy agreement in July 2014. Monthly rent was \$800.00. The landlords collected a security deposit of \$800.00 at the beginning of the tenancy. The landlords continue to hold the tenant's security deposit.

On 17 September 2014, the tenant sent a letter by regular mail providing the tenant's forwarding address in writing. The landlords acknowledged receiving this mailing.

The landlords indicated that they believed that they were entitled to compensation for damages or losses associated with this tenancy in the amount of \$2,128.86:

Item	Amount
Professional Cleaning, Painting and Yard work	\$551.25
Tiffany Lamp	300.00
Unpaid Rent	77.61
Rental Loss	1,200.00
Total Claim	\$2,128.86

In the course of the hearing the tenant and landlord were able to agree to a global settlement that would cover the tenant's application and the landlords' claim.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The tenant agreed to forego any compensation pursuant to subsection 38(6) of the Act.
3. The parties agreed that neither party would file any further applications in respect of this tenancy.
4. The tenant agreed the landlord could retain \$400.00 from the tenant's security deposit.
5. The landlords agreed to return \$400.00 of the tenant's security deposit.

The parties each stated that they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

The monetary order is to be used if the landlord(s) do(es) not pay \$400.00 to the tenant in accordance with their agreement. The tenant is provided with this order in the above terms and the tenant should serve the landlord(s) with this order so that it may enforce it in the event that the landlord(s) do(es) not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: April 14, 2015

Residential Tenancy Branch

