



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MN, SD

Introduction:

The tenants have made a monetary claim for recovery of the security deposit

Facts:

All the parties attended a conference call hearing. A tenancy began with the landlords GH, SP Inc., and SW (see cover page of decision for full names) on September 1, 2014 with rent in the amount of \$ 900.00 due in advance on the first day of each month. The tenants paid a security deposit totalling \$ 450.00 on September 1, 2014. The tenants moved out on January 31, 2015 without their security deposit being returned to them.

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 respondents and tenant now have or may have arising from this tenancy the parties agree that the respondent CVE Ltd (see cover page of decision for full name) pay the tenants the sum of \$ 450.00 representing their complete security deposit,
- b. CVE Ltd. agrees to make this payment on a without prejudice basis on behalf of SP Inc. and SW, and
- c. In consideration for this mutual 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 granted the tenants a monetary Order against CVE Ltd. in the amount of \$ 450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the tenants.

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: June 09, 2015

Residential Tenancy Branch

