



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes : FF, MNR, MND, MNSD & MNDC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other by mailing, by registered mail to where the other party resides. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to a monetary order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on November 1, 2010. The tenancy agreement provided that the tenant(s) would pay rent of \$775 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$400 in October 2010. The tenancy ended on March 1, 2015.

The landlord seeks a monetary order in the sum of \$415 plus the \$50 filing fee.

The tenants seek a monetary order for double the security deposit in the sum of \$800 plus the \$50 filing fee. The tenant also stated they intent to make a claim against the landlord under section 51(2) of the Residential Tenancy Act for equivalent of double the monthly rent.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Act as follows:

- a. The landlord shall retain \$200 of the security deposit.
- b. The landlord shall pay to the Tenants the balance of the security deposit in the sum of \$200.
- c. This is a full and final settlement and each party releases the other from all further claims with respect to the tenancy with the exception that the tenants retain the right to bring a claim against the landlord under section 51(2) of the Residential Tenancy Act for the equivalent of 2 months rent.

As a result of the settlement I ordered that the landlord shall retain \$200 of the security deposit. I further ordered that the landlord shall pay to the tenants the balance of the security deposit in the sum of \$200. All other claims in both applications are dismissed.

It is further Ordered that this sum be paid forthwith. The Tenants are given a formal Order in the above terms and the Landlord must be served with a copy of this Order as soon as possible.

Should the Landlord fail to comply with this Order, the 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 section 9.1(1) of the Residential Tenancy Act.

Dated: August 20, 2015

---

Residential Tenancy Branch

