



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for: a Monetary Order for damage to the rental unit; to keep the Tenants’ security deposit; and, to recover the filing fee.

One of the Tenants, an agent for the Landlord, and the building manager appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord’s Application and documentary evidence prior to the hearing. The Tenant also confirmed that the Tenants had not provided any evidence before this hearing.

At the start of the hearing, it was undisputed that the Landlord had received a \$925.00 security deposit from the Tenant on April 22, 2014 and that the tenancy had ended on April 30, 2015. The parties confirmed that the Tenants had provided the Landlord with a forwarding address in a letter on April 30, 2015. The Landlord made the Application on May 7, 2015. Therefore, I find that the Landlord made the Application to keep the Tenants’ security deposit within the 15 day time limit stipulated by Section 38(1) of the *Residential Tenancy Act* (the “Act”).

After both parties had presented their evidence and made submissions to me during the hearing, I offered the parties an opportunity to settle this matter through mutual agreement.

### Analysis & Conclusion

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 Tenant agreed to settle the Landlord’s monetary claim in full as follows:

- The Tenant consented to the Landlord deducting **\$460.48** (which includes the filing fee) from the Tenants' security deposit currently held by the Landlord.
- The Landlord will return the remaining balance to the Tenants in the amount of **\$464.52** forthwith.
- This is in **full** satisfaction of the Landlord's Application.
- The Tenant's copy of this decision is accompanied by copies of a Monetary Order in the amount of \$464.52. A copy of this order may be used for enforcement in the Small Claims court **if** the Landlord fails to voluntarily return the outstanding agreed amount owed to the Tenants.
- The Landlord is cautioned to retain documentation as proof of payment made.

This agreement and order is fully binding on the parties. The parties confirmed their understanding of the voluntary nature of this agreement. 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: October 14, 2015

---

Residential Tenancy Branch

