



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      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 Tenants for the return of the security deposit and to recover the filing fee from the Landlords.

The male Landlord and the male Tenant appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants’ Application and evidence by registered mail. The Landlord confirmed that he had not provided any evidence prior to this hearing.

At the start of the hearing the parties confirmed that the Tenants had paid the Landlords \$467.50 as a security deposit in February 2013. The parties confirmed that the tenancy had ended on April 30, 2015 and the Landlord confirmed receipt of the Tenants’ forwarding address in writing on April 30, 2015.

The Landlord confirmed that he had not made an Application to keep the Tenants’ security deposit in accordance with Section 38(1) of the *Residential Tenancy Act* (the “Act”). The Landlord also confirmed that he had since become aware of the doubling penalty provided by Section 38(6) of the Act. The Landlord explained that he had withheld the deposit for cleaning issues at the end of the tenancy. However, during the hearing, I offered the parties an opportunity to settle all the matters in this case in full and final satisfaction of this tenancy. The parties agreed to move forward in this manner.

### 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.

Both parties **agreed** to settle the Tenants' Application in full as well as all of the issues associated with this tenancy as follows:

- The Landlord will return the Tenants' security deposit and pay their filing fee in the amount **\$517.50** to the Tenants forthwith.
- This is in full and final satisfaction of the Tenants' Application and any potential claims that the Landlord may have had.
- The Tenants are issued with a Monetary Order in the amount of \$517.50 which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are provided with the Tenants' copy of this Decision.

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 Landlord is cautioned to retain evidence of the payment made to meet the above terms and conditions of this agreement. The parties confirmed their voluntary agreement to resolution in this matter both during and at the conclusion of the hearing. 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 29, 2015

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Residential Tenancy Branch

