



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants have applied for:

- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the *Act*; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing by conference call and gave affirmed testimony. The landlord, R.M. (the landlord) provided undisputed affirmed testimony that the tenants were served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on July 13, 2015. The tenant's agent, K.W. (the tenant) confirmed receipt of the landlord's notice of hearing and the submitted documentary evidence. The tenant stated that the landlords were both served with their notice of hearing package by Canada Post Registered Mail on June 25, 2015. The landlord confirmed receipt of the tenants' notice of hearing package and the submitted documentary evidence. I find based upon the undisputed affirmed evidence of both parties that pursuant to sections 88 and 89 that both parties have been properly served with the notice of hearing and submitted documentary evidence packages. As such, both parties are deemed to have received both packages as per section 90 of the *Act*.

Issue(s) to be Decided

Are the landlords entitled to a monetary order retain all or part of the security deposit and to recover the filing fee?

Are the tenants entitled to a monetary order for the return of double the security deposit and recovery of their filing fee?

Background and Evidence

This tenancy began on December 15, 2014 on a 6 month fixed term tenancy ending on June 15, 2015 as shown by the submitted copy of the signed tenancy agreement dated November 8, 2014. The monthly rent was \$800.00 payable on the 30 the day of each month. A \$400.00 security deposit was paid on November 8, 2014.

The landlord seeks a monetary claim for lost rental income of \$400.00 as the tenant breached the fixed term tenancy by pre-maturely ending it.

The tenant seeks a monetary claim of \$800.00 for the return of double the security deposit pursuant to section 38 of the Act. The tenants stated that the landlord failed to return the original \$400.00 security deposit.

In the course of the hearing the both parties in discussion came to a settlement by making an agreement between the landlord and tenants agreed resolution.

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. Both parties agreed to withdraw their applications.
2. Both parties agreed that the landlords would pay the tenants \$400.00 in cash.
3. Both parties agreed that the tenants would attend the landlords' residence to collect the \$400.00 in cash on December 7, 2015 at 9:00 am.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

As both parties have resolved these matters through a settlement conference, I decline to make any orders regarding the recovery of the filing fees for both parties.

Conclusion

The tenants are granted a monetary order which is only to be used if the landlords do not pay \$400.00 to the tenants in accordance with their agreement. The tenants are provided with this order in the above terms and the tenants should serve the landlords with this order so that it may enforce it in the event that the landlords do not pay the \$400.00 amount as set out in their agreement. Should the landlords 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 01, 2015

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Residential Tenancy Branch

