



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, 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, for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), and to recover the filing fee from the Landlords.

Both parties appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenants’ Application and evidence by registered mail. The Tenants confirmed receipt of the Landlords’ documentary evidence prior to this hearing.

At the start of the hearing the parties confirmed that the Tenants had paid the Landlords \$725.00 as a security deposit on December 1, 2005. The parties confirmed that the tenancy had ended on May 31, 2015. The Landlords confirmed receipt of the Tenants’ forwarding address in writing on June 5, 2015. The Landlords also confirmed that they had not made an Application to keep the Tenants’ security deposit in accordance with Section 38(1) of the Act. Based on this undisputed testimony, the Landlords were informed of the doubling penalty provided by Section 38(6) of the Act which is imposed when a landlord fails to comply with Section 38(1) of the Act.

The Landlords explained that they had kept the Tenants’ security deposit because the Tenants had breached the tenancy agreement and had damaged the rental unit. However, during the hearing, I offered the parties an opportunity to settle the Tenants’ Application in full and final satisfaction of all the matters associated with 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 Landlords will return the Tenants' security deposit, plus the accumulated interest payable in the amount of \$25.88 (calculated using the deposit interest calculator on the Residential Tenancy Branch website), and pay their filing fee. The parties agreed to round off the total amount payable to the Tenants for **\$800.00**. This is payable to the Tenants forthwith.
- This is in full and final satisfaction of the Tenants' Application and any potential claims that the Landlords may have had.
- The Tenants are issued with a Monetary Order in the amount of \$800.00 which is enforceable in the Small Claims court **if** the Landlords fail 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 Landlords are 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: December 03, 2015

Residential Tenancy Branch

