



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 Landlord.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants’ Application. The Tenant confirmed receipt of the Landlord’s photographic evidence.

At the start of the hearing the parties confirmed that the Tenants had paid the Landlord \$625.00 as a security deposit on November 5, 2007. The parties confirmed that the tenancy had ended on August 15, 2015. The Landlord confirmed receipt of the Tenants’ forwarding address in writing on August 7, 2015.

The Landlord also confirmed that he 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 Landlord was informed of the doubling penalty provided by Section 38(6) of the Act which must be imposed when a landlord fails to comply with Section 38(1) of the Act.

The Landlord explained that he had kept the Tenants’ security deposit because the Tenants had allegedly damaged the rental unit. The Landlord was informed that he was at liberty to make a separate Application for his claim.

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 voluntarily 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, plus the accumulated interest payable in the amount of \$10.60 (calculated using the deposit interest calculator on the Residential Tenancy Branch website), and pay their filing fee. The parties agreed that this amount would be **\$685.60**.
- This parties agreed that this would be made in two installments of \$342.80 each; the first one being payable by the end of March 2016 and the second installment is payable by the end of April 2016.
- The parties agreed that this settlement was 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 \$685.60 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 manner 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: March 15, 2016

Residential Tenancy Branch