



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MNSD, FF

### Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution filed November 25, 2015 wherein they sought return of double the security deposit paid and recovery of the filing fee.

Both parties attended the hearing. The Tenant, Y.K., appeared on her own behalf and as agent for the other tenant, M.S.

During the hearing I explained the hearing process and offered the participants an opportunity to ask questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

During the hearing the parties resolved all matters by mutual agreement.

### Settlement

The terms of the parties' settlement are as follows.

1. The parties agree that the Tenants paid a security deposit in the amount of \$950.00.
2. The parties further agree that the Landlord returned to the Tenants the sum of \$536.99 (by cheque dated November 17, 2015) representing the Tenants' security deposit less the sum of \$413.01 for expenses claimed by the Landlord.
3. The parties further agree that the Landlord did not apply for dispute resolution, nor did the Landlord have the Tenants' consent to retaining the sum of \$413.01 as required by section 38(1) of the *Residential Tenancy Act*.
4. The Tenants acknowledge that they are aware of the doubling provisions in section 38(6) of the *Residential Tenancy Act*.

5. The parties agree that by no later than July 11, 2016, the Landlord shall pay to the Tenants the sum of \$513.01 representing the balance of the Tenants' security deposit in the amount of \$413.01 as well as recovery of the \$100.00 filing fee paid by the Tenants for their Application for Dispute Resolution.
6. In furtherance of the Landlord's obligations in paragraph 5, the Tenants are granted a Monetary Order in the amount of **\$513.01**. The Tenants must serve the Order on the Landlord and if necessary, the Order may be filed and enforced in the B.C. Provincial Court (Small Claims Division) as an Order of that Court.
7. Should the Landlord not make the payment as provided for above, the Tenants shall be at liberty to apply for a further Monetary Order in the amount of \$1463.01, namely, the balance of the funds owing to them pursuant to sections 38(1) and 38(6) of the *Residential Tenancy Act* calculated as follows:  
  

$$\begin{aligned} & \$950.00 \text{ (security deposit)} \times 2 = \$1,900.00 \\ & \text{Less } \$536.99 \text{ paid to Tenants on November 17, 2015} \\ & = \$1,363.01 \\ & + \text{filing fee } \$100.00 \\ & = \$1,463.01 \end{aligned}$$
8. All other claims arising out of the tenancy (save and except for the Tenant's claim in paragraph 2 above) are hereby dismissed as if tried on their merits.

### Conclusion

The parties resolved matters by mutual agreement as set out in this my Decision and Monetary Order.

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: June 27, 2016

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Residential Tenancy Branch