



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF (Landlord's Application)
 MNSD, FF (Tenants' Application)

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the corporate Landlord on May 13, 2016 and by the Tenants on January 27, 2016.

The Landlord applied for a Monetary Order for: damage to the rental unit; to keep the Tenants' security deposit; and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"). The Tenants applied for the return of double their security deposit pursuant to Section 38(6) of the Act based on the Landlord's failure to comply with Section 38(1) of the Act. Both parties also applied to recover their filing fees from each other.

An agent for the Landlord and one of the Tenants appeared for the hearing and provided affirmed testimony. The parties confirmed service of each other's Application and documentary evidence served prior to the hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence that was before me. At the start of the hearing, I was able to confirm using the electronic records pertaining to the Landlord's file that the Landlord had filed and paid for the Application on May 13, 2016. Therefore, I found that the Landlord had applied to keep the Tenants' security deposit of \$750.00 within the 15 day time period provided for by the Act.

Section 63 of the Act states that 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.

After the parties had finished presenting their evidence, I offered the parties an opportunity to settle both Applications by mutual agreement. I informed the parties that

they should attempt to turn their minds to compromise and resolution because an agreement between the parties may be better resolution than a decision forced onto them.

Accordingly, I allowed the parties sufficient time and opportunity to consider their positions during the hearing. The parties turned their minds to compromise and were able to reach a resolution to their dispute.

Settlement Agreement

The parties agreed that the Landlord can keep half of the Tenants' security deposit in the amount of \$375.00 in full and final satisfaction of both Applications. Accordingly, the Landlord agreed to return the remaining half of the \$375.00 security deposit to the Tenants forthwith after receipt of this Decision and in any case by November 25, 2016.

The Tenants are issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial court **if** the Landlord fails to make payment. The Landlord is cautioned to retain documentary evidence of the payment returned to the Tenants.

This agreement and order is fully binding on the parties and is in full satisfaction of both Applications. The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. Both files are 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 Act.

Dated: November 09, 2016

Residential Tenancy Branch