



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNSD

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit and to retain the security deposit..

Both parties were present at the hearing and were affirmed. At the start of the hearing I introduced myself and the participants. The tenants confirmed receipt of the hearing documents in August 2016. No written submission was made by either party.

The hearing process was explained.

Preliminary Matters

The application was amended to include the male tenants' correct surname.

The landlord made a claim in the sum of \$625.00 representing multiple deficiencies at the end of the tenancy. A detailed calculation of the claim was not provided to the tenants or the Residential Tenancy Branch, as required by section 2.5 of the Rules of Procedure.

The tenants did not have any information on the details of the monetary claim made.

It was explained that in the absence of a calculation of the claim providing the full particulars of the Act, as required by section 59(2) of the Act, the application would be dismissed with leave to reapply.

The parties then reached a mutually settled agreement as follows:

- The landlord will return \$400.00 of the \$625.00 security deposit to the tenants;
- The landlord will retain the balance of the security deposit; and
- Neither party is entitled to make any further claim against the other in relation to this tenancy.

The parties understood an order would be issued in support of the mutually settled agreement. Therefore, I find pursuant to section 63(2) and 67 of the Act that the tenants are entitled to return of \$400.00 and that the landlord may retain the balance of the security deposit.

Based on the mutually settled agreement and section 63(2) and 67 of the Act I grant the tenants' a monetary order in the sum of \$400.00. In the event that the landlord does not comply with this order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Once payment is made by the landlord the monetary order will be rendered unenforceable.

Conclusion

The parties reached a mutually settled agreement as set out above.

An order has been issued in support of the mutually settled agreement.

This decision and mutually settled agreement is final and binding and 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: January 18, 2017

Residential Tenancy Branch