



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNDC MNSD OLC FF

### **Introduction**

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of double the amount of the security deposit, pursuant to section 38 of the *Act*;
- a monetary order for compensation for loss or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were in attendance I confirmed that there were no issues with service of the tenant's application for dispute resolution and evidentiary materials. The landlord confirmed receipt of the tenant's materials. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with copies of the tenants' application and evidence.

### **Analysis**

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time

1. The landlord agreed to return the tenants' security deposit in the amount of \$500.00, and \$120.00 in satisfaction of all outstanding monies owed as part of this tenancy, including any utility bills. The landlord will issue a cheque in the amount of \$620.00, payable to the tenants on or before 5 pm on March 1, 2017. The tenants agreed to meet the landlord at her residence to collect the cheque.
2. The tenants agreed to return to the landlord a laptop tray, a bag of chopsticks, a photo frame, and a lemon juicer to the landlord on March 1, 2017.
3. The tenants agreed to return the building FOB to the landlord on March 1, 2017.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlords' application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute at this time.

### **Conclusion**

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the tenants' favour in the amount of \$620.00. The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible in the event that the landlord does not abide by condition #1 of the above agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: February 20, 2017

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Residential Tenancy Branch