



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This is an amended application brought by the Landlord(s) requesting a monetary order in the amount of \$1452.58, and requesting an order to retain the security deposit towards that claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and whether or not the applicants have the right to retain the security deposit towards the claim.

Decision and Reasons

The parties to this dispute all signed a document titled "FULL AND FINAL MUTUAL RELEASE"

That document reads, in part:

The Releasor and Releasee do hereby remise, release and forever discharge the other, their heirs, executors, administrators, successors and assigns of and from any and all claims, actions, causes of action, demands, costs and expenses whatsoever which the Releasor and Releasee have or had or may at any time have against each other arising out of, caused by, or in connection with the Releasor's tenancy at (dispute property), save and accept that nothing in this mutual release shall affect the rights of the Releasor and Releasee to make claims in relation to the \$1400.00 security deposit and the \$1400.00 pet damage deposit that was paid by the Releasor to the Releasee at the commencement of the Releasor's rental of the rental property.

This clause does allow the parties to still file claims in relation to the security deposit and pet deposit, however a subsequent term # 3 of the settlement states:

Provided that the Releasor returns all keys in the Releasor's possession for the rental property to the Releasee on September 6, 2016, then, by 5:00 p.m. on September 8, 2016, the Releasee shall deliver to the Releasor

- a) \$2800.00 in damages;
- b) the Releasor's security deposit in the amount of \$1400.00; and
- c) the Releasor's pet damage deposit in the amount of \$1400.00, minus the \$650.00 rent referred to at paragraph #2 herein;

Although the first clause allows the parties to make claims in relation to the security deposit and pet deposit, this term #3 requires that the landlords return the full security deposit and the remainder of the pet deposit, if the keys are returned on September 6, 2016, and therefore it is my finding that the parties were limited to making a claim in relation to the deposits, only if the keys were not returned as agreed upon, on September 6, 2016.

Therefore, since the keys were returned on September 6, 2016, and since the parties had agreed to file no other claims, it is my decision that the landlords do not have a right to file any monetary claims against the tenants.

It is my decision that the parties are barred from filing any further claims against each other, by the terms of the FULL AND FINAL MUTUAL RELEASE, and therefore I will not issue any monetary orders in this matter.

Conclusion

This application is dismissed in full without leave to reapply.

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 22, 2017

Residential Tenancy Branch

