Dispute Resolution Services

DECISION

Dispute Codes   MNSD, MNDC, FF

Introduction

This hearing was convened by way of a conference call in response to the Tenants' Application for Dispute Resolution (the "Application") for a Monetary Order for double the amount of the Tenants' security deposit and recovery of the filing fee from the Landlord. The Tenants also applied for money owed or compensation for damage or loss under *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement.

The Tenants and the Landlord appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants' Application by registered mail and confirmed that he had not provided any evidence prior to this hearing. The Tenants provided photographic and documentary evidence prior to this hearing but did not serve a copy of this to the Landlord prior to the hearing pursuant to their requirement to do so under the Residential Tenancy Branch Rules of Procedure. Therefore, I declined to consider this evidence for this hearing.

The parties agreed that the Tenants had provided the Landlord with a security deposit prior to the start of the tenancy on July 21, 2016 in the amount of $500.00 which the Landlord still retains.

The parties agreed that the tenancy had finished when the Tenants vacated the rental unit without any prior written notice on August 28, 2016. The Landlord then confirmed that he had received the Tenants' forwarding address in a letter served to him by the Tenants on September 2, 2016 requesting the return of their security deposit.

The Landlord acknowledged that he did not deal properly with the Tenants' security deposit and was aware that there was a doubling provisions provided by the Act for this breach. However, the Landlord stated that the Tenants had not ended the tenancy properly and had not provided any evidence showing a breach of the tenancy by the Landlord.

In response to this, I informed the Landlord that he was at liberty to file an application to recover his losses and meet the burden to prove the claim. However, the Landlord proposed to settle the matter with the Tenants in this hearing by mutual agreement by returning to the Tenants their security deposit in full and final satisfaction of the issues in this tenancy. The Tenants considered the Landlord's offer and decided to resolve the dispute with the Landlord by way of a settlement agreement

Settlement Agreement

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.

Both parties agreed to settle the Tenants' Application in full and final satisfaction. The Landlord agreed to return to the Tenants their full security deposit of $500.00 forthwith after this hearing. The parties agreed the Landlord will contact the Tenants by phone and make arrangements to meet in person to give the money to the Tenants. In any case, the Landlord is responsible to make the payment.

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 in accordance with this agreement. The Landlord is cautioned to retain documentary evidence in relation to the payment made to meet the above terms and conditions.

This agreement and order is fully binding on the parties and is in full and final satisfaction of all the issues associated with the tenancy. Therefore, no further applications are permitted. The parties confirmed their understanding of resolution in this manner both during and at the conclusion of the hearing. This file is 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: June 19, 2017

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Residential Tenancy Branch