



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for the return of the security deposit and to recover the fee for filing this Application for Dispute Resolution.

The female Tenant stated that on September 29, 2017 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenants submitted with the Application were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Landlord stated that he submitted 25 pages of evidence to the Residential Tenancy Branch on October 25, 2017. He stated that this evidence was served to the Tenants, via express mail, on October 25, 2017. The female Tenant stated that this evidence was not received.

The Landlord was advised that I was not in possession of his evidence. The Landlord explained that the evidence was submitted to establish that the Tenants owed money for utilities and damage to the rental unit.

The parties were advised that the only issue to be determined at these proceedings would be whether or not the Landlord had complied with his obligations to retain or return the security deposit in accordance with the *Residential Tenancy Act (Act)*. The parties were advised that the Landlord could file his own Application for Dispute Resolution if he believed the Tenants owed him money as a result of this tenancy. After being provided this information the Landlord declined the opportunity to request an adjournment for the purposes of re-submitting/re-serving his 25 pages of evidence.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to the return of security deposit?

Background and Evidence:

After both parties provided a significant amount of testimony that parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will pay the Tenants \$2,000.00;
- the Tenants will not pursue the claim for double the security deposit; and
- neither party will pursue any other claims in regards to this tenancy.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenants both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis:

I find that all issues in dispute at these proceedings have been settled, by mutual consent, in accordance with the aforementioned terms.

Conclusion:

On the basis of the settlement agreement reached by the parties I grant the Tenants a monetary Order for \$2,000.00. In the event the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This settlement agreement is recorded 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 14, 2018

Residential Tenancy Branch