



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

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

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenants served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail. The landlord did not submit any documentary evidence. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for return of all or part of the security deposit and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek a monetary claim for return of the full security deposit paid to the landlord as it has been withheld by the landlord after vacating the rental unit on August 1, 2017. The tenants claim that the landlord has not returned the entire \$1,050.00 security deposit as of the date of filing this application.

The tenants claim that the tenants forwarding address in writing was given to the landlord on August 15, 2017. The landlord disputes this claim stating that at no time has the tenants provided a forwarding address for return of the \$1,050.00 security deposit.

Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The tenants agreed to cancel the application for dispute.

The landlord agreed to forgo any further monetary claims for damages.

Both parties agreed to the landlord paying \$500.00 to the tenants which both parties agreed constituted a final and binding resolution of all monetary issues under dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the tenancy between these two parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenants favour in the amount of \$500.00. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlord do not abide by the terms of the above settlement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 26, 2018

Residential Tenancy Branch