



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

On October 10, 2018, the Tenants applied for a Dispute Resolution proceeding seeking a Monetary Order for a return of double the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

The Tenants attended the hearing and the Landlord attended the hearing as well with M.S. All in attendance provided a solemn affirmation.

The Tenants advised that they served the Notice of Hearing package, including their evidence, to the Landlord by registered mail on October 17, 2018 and the Landlord confirmed that he received this package. In accordance with Sections 89 and 90 of the *Act*, and based on this undisputed testimony, I am satisfied that the Landlord was served the Notice of Hearing package and evidence

The Landlord confirmed that he did not submit any documentary evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to a return of double the security deposit?
- Are the Tenants entitled to recover the filing fee?

Background and Evidence

Both parties agreed that the tenancy started on July 1, 2016 and the tenancy ended when the Tenants vacated the premises on October 17, 2017. Rent was established at \$1,800.00 per month due on the first day of each month. A security deposit of \$900.00 was also paid.

The Tenants advised that they provided their forwarding address in writing on the bottom of the move-out inspection report conducted on October 16, 2017; however, they did not have any documentary evidence to support this. The Landlord provided conflicting testimony as he advised that there were no move-in nor move-out inspection reports conducted. The parties did agree that the Tenants consented to the Landlord keeping \$700.00 of the security deposit, so the Tenants were seeking double the remaining deposit, totalling **\$400.00**, plus recovery of the **\$100.00** filing fee.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the Act which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord will return the security deposit of \$200.00 to the Tenants.
2. The \$100.00 filing fee shall be split in half between the parties.
3. Therefore, the Landlord shall pay to the Tenants the sum of **\$250.00**.

4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition three is not satisfactorily complied with, the Tenants are granted a Monetary Order in the amount of **\$250.00**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenants. 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.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenants with a conditional Monetary Order in the amount of **\$250.00** to serve and enforce upon the Landlords, if necessary.

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 8, 2019

Residential Tenancy Branch