



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenants applied for an order for the return of their security deposit and for recovery of the filing fee paid for this application.

The tenants and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the tenants confirmed that they had received the landlord's evidence and that they had not supplied any evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

Preliminary and Procedural Matter

The parties provided their email addresses at the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the tenants.

Settled Agreement

Following the hearing, the tenants and the landlord agreed to a mutual settlement under the following terms and conditions:

1. The landlord retains the tenants' security deposit of \$600.00;
2. The landlord agrees to pay the amount of \$300.00 to the tenants in full and final settlement of all claims of the tenants against the landlord;
3. The tenants agree that the landlord will retain the balance of \$300.00 from the tenants' security deposit;
4. The landlord understands the tenants will be issued a monetary order for the in the amount of \$300.00, which is only enforceable if the landlord fails to pay the tenants this amount forthwith;
5. The parties agree and acknowledge their understanding that this settled Decision resolves the matters contained in the tenants' applications and any potential application which may be made by the landlord and that no finding is made on the merits of the said application for dispute resolution; and
6. The parties acknowledge that this mutually settled agreement represents a full and final settlement of any and all matters related to this tenancy.

Conclusion

The tenants and the landlord have reached a settled agreement as recorded above.

Based upon the settled agreement as outlined above, the landlord is authorized to retain \$300.00 from the tenants' security deposit of \$600.00.

The landlord will return the amount of \$300.00 to the tenants, forthwith.

I provide the tenants with a monetary order in the amount of \$300.00, which is only enforceable if the landlord fails to pay the tenants this amount forthwith.

If enforcement is necessary, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

As this matter was settled, I have not awarded the tenants recovery of their filing fee.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: July 2, 2019

Residential Tenancy Branch