



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FFL, MNDL-S

### Introduction

This hearing dealt with applications from both the landlord and tenants pursuant to the *Residential Tenancy Act* (the *Act*). The landlord applied for a monetary award and a return of the filing fee, while the tenants sought a return of their security deposit.

All parties named in the dispute attended the hearing. Tenant N.P. (the “tenant”), testified on behalf of the tenants, while the landlord provided his own submissions. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of the Notices to End Tenancy and Evidentiary packages and are found to have been duly served in accordance with sections 88 & 89 of the *Act*.

### Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenants agreed to surrender \$552.50 to the landlord from their security deposit in full satisfaction of the landlord’s application for a monetary award.
2. The landlord agreed to return the remaining \$552.50 of the security deposit to the tenants by way of cheque. At the hearing the tenants provided a mailing address

at which a cheque could be mailed. The tenants will be provided a monetary award which is to be used only in the event that the outstanding amount of their deposit is not returned.

3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

The landlord may retain \$552.50 from the tenants' security deposit.

The landlord is ordered to return \$552.50 to the tenants at the mailing address provided during the hearing.

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: September 6, 2019

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Residential Tenancy Branch