



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCT, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Landlord and the Tenants agree that the Dispute Resolution Package was personally served to the Landlord, although the Tenants contend it was served in July of 2021 and the Landlord contends it was served in April of 2021. Regardless of the date it was served, I find it was sufficiently served for the purposes of these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to the return of security deposit?

Background and Evidence:

Each party provided testimony regarding the payment of a security deposit of \$1,300.00 on February 21, 2021 and a discussion the male Tenant and the Landlord had about moving into the rental unit, effective March 01, 2021. After providing a considerable amount of testimony, the parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The Landlord will pay \$650.00 to the Tenants; and
- Neither party will file another Application for Dispute Resolution in regards to this tenancy.

This settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenants clearly indicated their intent to resolve this dispute under these terms.

The Landlord and the Tenants each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenants each acknowledged that they understood the agreement was final and binding.

As the parties were able to reach a settlement agreement in regard to the issues in dispute, their testimony/submissions have not been recorded in this decision.

Analysis:

All issues in dispute have been settled in accordance with the aforementioned terms.

Conclusion:

All issues in dispute have been settled by mutual agreement.

On the basis of the settlement agreement the Tenants are granted a monetary Order for \$650.00. In the event that 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 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: October 17, 2021

Residential Tenancy Branch