



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL, MNSDS-DR, FFT

Introduction

This hearing was convened in response to an application by the Landlord and an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord applied on June 11, 2021 for:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation or loss - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants applied on June 29, 2021 for:

1. An Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the hearing the Parties resolved the claims in their applications by reaching a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of the full and final settlement of these matters.

Preliminary Matter

There is no dispute that Landlord OB is a co-owner of the unit and the Parties agree to add Landlord OB as a Landlord in both of their applications. Given this agreement I amend both applications to add Landlord OB as a Party.

Agreed Facts

There is no written tenancy agreement. The tenancy started on January 1, 2020 and ended on May 31, 2021. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The Tenants provided their forwarding address to the Landlord by registered mail on June 3, 2021. The Landlord received that mail. The Landlord made their application on June 11, 2021 that includes a claim for unpaid utilities. The Landlord has not returned the security deposit.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord withdraws their application;**
- 2. The Landlord will return the security deposit plus zero interest of \$700.00 to the Tenants; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I dismiss each Parties claims in their application without leave to reapply. I order the Landlord to return the security deposit plus zero interest of \$700.00 forthwith and I grant the Tenants a monetary order for \$700.00.

Conclusion

The Parties have settled the dispute.

I grant the Tenants an order under Section 67 of the Act for **\$700.00**. If necessary, this order may be filed in the 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 Act.

Dated: December 10, 2021

Residential Tenancy Branch