



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- a monetary order for compensation for loss and/or damage pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant:

- authorization to obtain a return of all or a portion of the security deposit pursuant to section 38;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

All named parties attended the hearing. During the hearing, the parties were successful in resolving this dispute by mutual agreement.

Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The parties agreed that the landlord may retain \$500.00 out of the \$2425.00 security deposit.
2. The parties agreed the landlord will return the balance of the security deposit in the amount of \$1925.00 to the tenants. The landlord is instructed to return the above amount within 7 days upon receipt of this decision. The tenant is granted a Monetary Order for this amount and the enforceable portion of this order will be reduced in accordance with any payments made to the tenants.
3. The tenant waived any potential right to double the amount of the security deposit as a penalty.
4. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
5. The parties further agree that no future claims may arise from either party under the *Residential Tenancy Act* in relation to this tenancy which ended on August 31, 2022.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that the above terms comprise the full and final settlement of all aspects of this dispute.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

Pursuant to section 67 of the *Act*, I grant the tenants a Monetary Order in the amount of **\$1925.00**. 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.

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: June 19, 2023

Residential Tenancy Branch