



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for the return of the security deposit and to recover the filing fee from the Landlord.

The Landlord and both Tenants appeared for the hearing and provided affirmed testimony. The Landlord confirmed that he had got his agent to sign and receive the documents for this hearing which were served by the Tenants by registered mail on May 12, 2015. Therefore, I determined that the Landlord had been served in accordance with Section 89(1) (c) of *Residential Tenancy Act* (the “Act”).

The Landlord confirmed that he had not provided any evidence prior to this hearing as he had only read the documents he was served in May 2015 a few days before the date of this hearing.

At the start of the hearing the parties confirmed that the Tenants had paid the Landlord \$400.00 as a security deposit on July 19, 2014. The Landlord confirmed receipt of the Tenants’ forwarding address on April 5, 2015.

When the Landlord was asked why he had not returned the Tenants’ security deposit at the end of the tenancy, the Landlord explained that this was due to no notice that was given by the Tenants to end the tenancy as well as damage to the rental unit. The Tenants disputed the Landlord’s oral evidence. The Landlord confirmed that he had not made an Application to keep the Tenants’ security deposit in accordance with Section 38(1) of the Act.

However, during the hearing, the parties instead took the opportunity to discuss the issues between them, engaged in a conversation, and turn their minds to compromise, thus achieving a resolution of their dispute.

### Settlement Agreement

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.

Both parties **agreed** to settle the Tenants' Application in full as well as all of the issues associated with this tenancy as follows:

- The Landlord will return the Tenants' security deposit and filing fee in the amount **\$450.00** to the Tenants forthwith.
- The Landlord agreed that he will give the Tenants a postdated cheque for the end of October 2015 for this amount.
- This is in full and final satisfaction of the Tenants' Application and the Landlord's potential monetary claim.
- The Tenants are issued with a Monetary Order in the amount of **\$540.00** which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are provided with the Tenants' copy of this Decision.

This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with the tenancy. No further Applications are permitted. The Landlord is cautioned to retain evidence of the payment made to meet the above terms and conditions of this agreement. The parties confirmed their voluntary agreement to resolution in this matter both during and at the conclusion of 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: October 05, 2015

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Residential Tenancy Branch

