



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the tenant's application for double the return of her security deposit and pet damage deposit, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

Issue to be decided

- Whether the tenant is entitled to either or both of the above

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on July 1, 2006. Rent in the amount of \$650.00 was due and payable on the first day of each month. A security deposit and a pet damage deposit, each in the amount of \$325.00, were collected at the outset of tenancy. On or about September 3, 2008 the tenant provided notice of her intent to vacate the unit at the end of October 2008. The parties agree that no rent or utilities remain outstanding for payment. Further, the parties agree that no formal move-in inspection report or move-out inspection report were completed.

During the hearing the parties exchanged views on matters giving rise to this dispute and undertook to achieve a resolution. Issues discussed included, but were not limited to, the condition of the unit at the outset of this tenancy, the nature of any damage to carpet and underlay during the tenancy in association with the tenant's pets, the responsibility for costs arising from cleaning / replacement of carpets in the unit after the

end of the tenancy, the various and respective obligations of the parties pursuant to the Act, and so on.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlords will retain the tenant's full security deposit of \$325.00 and full pet damage deposit of \$325.00 (total: \$650.00);
- that in consideration of sharing the tenant's \$50.00 filing fee, the landlords will mail cheque payment to the tenant in the amount of \$25.00;
- that the above cheque will be put into the mail by no later than midnight, Friday, June 19, 2009;
- that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I order that the landlords retain both, the tenant's security deposit and pet damage deposit. Further, I order that the landlords pay to the tenant the amount of **\$25.00**, as above.

DATE: June 19, 2009

Dispute Resolution Officer