



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 addressed an application from the tenant(s) for double return of the security deposit and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

A request from the landlord(s)' agent to adjourn the hearing was denied on the basis that the application was made more than three months ago, and there was seen to be no prejudice to the landlord(s) by proceeding as originally scheduled.

One of the landlord(s) named in the application ("ES") is now deceased. The current landlord(s) / agents are named on the cover sheet of this decision.

Issues to be decided

- Whether the tenant(s) are entitled to either or both of the above

Background and Evidence

An "application for rent of suite" form sets out the particulars of a residential tenancy agreement between the parties. The exact start date of tenancy is uncertain but is understood to be either October 1 or November 1, 2008. Rent in the amount of \$829.00 was payable on the first day of the month, and a security deposit of \$414.50 was collected sometime near the start of tenancy.

One of the original tenants who is not named in the application, moved out of the unit in late November 2009. In early January 2009, the remaining tenant(s) verbally informed the landlord(s) of their intent to vacate the unit at the end of the month. Subsequently, the tenant(s) vacated the unit on or about January 28, 2009. By way of written message to the landlord(s), the tenant(s) provided a forwarding address at the time of

departure from the unit. However, in spite of repeated requests, the landlord(s) have not repaid the security deposit to the tenant(s). In evidence there was neither a move-in nor move-out condition inspection report signed by both parties. Further, the tenant(s) claim that no move-out inspection was conducted in the presence of both parties.

The landlord(s) argue that the tenant(s) failed to give proper notice to end the tenancy. Further, the landlord(s) assert that cleaning and repairs were required in the unit as a result of the tenancy. In support of their position the landlord(s) submitted a number of photographs of the unit, in addition to a receipt for costs related to cleaning and repairs.

During the hearing the parties exchanged views on the circumstances surrounding the dispute and undertook to find a resolution.

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 landlord(s) will make cheque payment to tenant "SB" in the full amount of \$464.50;
- that the landlord(s)' cheque will be put into the mail by no later than midnight, Friday, July 31, 2009;
- that the above particulars comprise full and final settlement of all aspects of any dispute related to this tenancy for both parties.

Conclusion

Pursuant to the above agreement, I hereby issue a monetary order in favour of the tenant(s) in the amount of **\$464.50**. Should it be necessary, this order may be served on the landlord(s), filed in the Small Claims Court and enforced as an order of that Court.

DATE: July 16, 2009

Dispute Resolution Officer